



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
Thursday, October 17, 2019 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
500 WEST LIVE OAK**

CITY COUNCIL

Doug Gaul, Mayor
Tom Hines, Place 2, Mayor Pro-tem
Scott Rose, Place 1
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Martinez, Place 5
Tanner Rose, Place 6

AMENDED AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PROCLAMATIONS**

5.A. Proclamation declaring October 20 - 26, 2019 as National Friends of the Library Week.

6. **CITY COUNCIL COMMENTS**

Pursuant to Texas Government Code Sec. 551.0415, a member of the governance body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement. Items of Community Interests include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedule; (3) an honorary or salutary recognition of public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition of the subdivision; (4) a reminder regarding social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and (5) announcements involving imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

7. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment may do so after completing the required registration form. In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council. No formal action, discussion, deliberation, or comment will be made by the City Council. Comments must be courteous and

respectful. Accordingly, concerns, complaints, and assertions of character regarding specific individuals, including any citizens, staff member, City Board or Commission member or City Council member shall not be raised in a public forum; but should be addressed separately and privately with the City Manager or individual member of the City Council. Any person who violates these rules will have their speaking time ended immediately. Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council Chambers. Each person providing public comment will be limited to 3 minutes.

8. **CITY MANAGER COMMENTS**

8.A. Monthly Financials for August & September 2019 (Michel Sorrell)

8.B. Project Expansion Timeline Review. (Jessica Geray)

9. **CONSENT AGENDA ITEMS**

9.A. Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of the Pfeiffer Tracts, 27.97 acres, more or less, of land, and to establish base zoning as B-1 (Local Business), located on FM 685. (Ashley Lumpkin)

9.B. Consideration and possible action approving the minutes of the September 19, 2019 Regular City Council Meeting. (Lacie Hale)

9.C. Consideration and possible action on a resolution authorizing the City manager to prepare a Municipal Service Plan for the proposed annexation of Cottonwood Creek, 46.68 acres, more or less, of land located on CR 199. (Ashley Lumpkin)

9.D. Consideration and possible action on a resolution to approve an interlocal agreement between the City of Hutto and the Hutto Independent School District regarding use of facilities. (Jeffrey White)

9.E. Consideration and possible action directing Planning and Zoning Commission to review zoning laws and notifications for zoning actions and make recommendation to Council for any potential amendments. (Ashley Lumpkin)

10. **ORDINANCES**

10.A. Consideration of a public hearing and possible action on the first reading of an ordinance approving the Hutto Exchange Public Utility Easement (PUE) partial vacation/reduction from 50-feet to 10-feet at the property known as 205 Exchange Boulevard. (Samuel Ray)

10.B. Consideration and possible action on the second and final reading of an ordinance amending the Code of Ordinances (2014 Edition, as amended), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 3 Section 10.303 Zoning Districts, Section 10.303.7 B-1, 10.304 Permitted Uses, 10.304.5 Residential Uses, 10.304.6 Commercial and Retail Uses, 10.304.7 Industrial Uses, 10.304.8 Institutional and Civic Uses, 10.304.9 Temporary Uses, 10.304.10 Accessory Uses, 10.306 Residential Uses, 10.307 Commercial and Retail Uses, 10.308 Industrial Uses, 10.309 Institutional and Civic Uses, 10.310 Temporary Uses, 10.311 Accessory Uses. (Ashley Lumpkin)

- 10.C. Consideration and possible action on the second and final reading of an ordinance approving the Planned Unit Development (PUD) zoning ordinance for the Durango Farms Planned Unit Development (PUD), 105.2 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)
- 10.D. Consideration of a public hearing and possible action on the first reading of an ordinance regarding the proposed annexation of Cottonwood Creek, 46.68 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on CR 199. (Ashley Lumpkin)
- 10.E. Consideration and possible action on the second and final reading of an ordinance amending the Fiscal Year 2018-19 Budget to reflect organizational changes, revision and addition of Capital Improvement Projects, purchase of equipment, and the inclusion of Public Improvement District Funds, and other miscellaneous adjustments. (Michel Sorrell)
- 10.F. Consideration and possible action on the first reading of an ordinance amending the Code of Ordinances (2014 Edition), Section 2.02.001, Qualification of Boards and Commission Members, regarding the residency requirement for Library Advisory Board.(Emily Parks)
- 10.G. Consideration and possible action of an ordinance authorizing the issuance and sale of one ore more series of City of Hutto, Texas Combination Tax and Revenue Certificates of Obligation; authorizing the levy of an ad valorem tax and the pledge of certain revenues in support of the certificates; approving an official statement, the form of a paying agent/registrar agreement and other agreements related to the sale and issuance of the certificates; establishing procedures for selling and delivering one or more series of the certificates; and authorizing other matters related to the issuance of the certificates. (Michel Sorrell)
- 10.H. Consideration and possible action on the first reading of an ordinance amending the City of Hutto Code Of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A3.000, Solid Waste Collection.(Michel Sorrell)

11. **RESOLUTIONS**

- 11.A. Consideration and possible action on the proposed Durango Farms Preliminary Plan, 94.9 acres, more or less, of land, 257 residential lots, one multifamily lot, and one commercial lot, located on FM 1660 North. (Ashley Lumpkin)
- 11.B. Public hearing, consideration, and possible action to adopt a resolution of the City of Hutto, Texas, authorizing and creating the Covered Bridge Public Improvement District within the City of Hutto pursuant to Chapter 372 Texas Local Government Code (Jessica Geray)
- 11.C. Resolution authorizing City Manager to execute agreement with Legends of Hutto Home Owners Association to deed ownership of drainage lots to the City of Hutto. (Samuel Ray)
- 11.D. Resolution authorizing the City Manager to execute various construction contracts, professional service agreements and material purchase agreements related to completion of the Innovation Business Park Improvements in the amount not to exceed \$2,276,285.31. (Samuel Ray)

11.E. Resolution authorizing City Manager to execute change order #4 for the Shiloh Ground Storage Tank in the amount of \$7,950.00. (Samuel Ray)

11.F. Consideration and possible action on a resolution amending the bylaws of the Economic Development Corporation Type A Board. (Tim Jordan)

11.G. Consideration and possible action on a resolution amending the bylaws of the Community Development Corporation Board. (Tim Jordan)

12. **OTHER BUSINESS**

12.A. Consideration of and possible appointments to City Boards and Commissions. (Lacie Hale)

12.B. Consideration and possible action to reschedule the regularly scheduled October 3, 2019 City Council meeting to October 24, 2019.

12.C. Consideration and possible action regarding ordinance 07-001-00 on financial disclosures.

13. **EXECUTIVE SESSION**

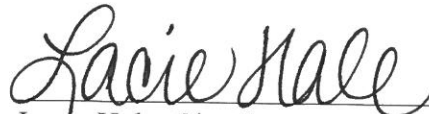
The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071

[Litigation/Consultation with Attorney], 551.072 [Deliberations regarding real property], 551.073 [Deliberations regarding gifts and donations], 551.074 [Deliberations regarding personnel matters] or 551.076 [Deliberations regarding deployment/implementation of security personnel or devices] and 551.087 [Deliberations regarding Economic Development negotiations].

14. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the October 17, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on October 14, 2019 at 5:30 pm


Lacie Hale, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4033 or lacie.hale@huttotx.gov for assistance.

Regular City Council
AGENDA ITEM
5.A.



To:
Subject: Proclamation declaring October 20 - 26, 2019 as National Friends of the Library Week
Meeting: Regular City Council - 17 Oct 2019
Department: Library
Staff Contact: Lisa Riggs

A Proclamation Recognizing the Friends of the Hutto Public Library
National Friends of Libraries Week
October 20-26, 2019

Whereas, Friends of the Hutto Public Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year;

Whereas, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present;

Whereas, the Friends understand the critical importance of well funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services;

Whereas, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

Now, therefore, I, Doug Gaul, Mayor of the City of Hutto, do hereby proclaim October 20-26, 2019, as Friends of Libraries week in Hutto, Texas and urges everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.

Regular City Council
AGENDA ITEM
9.A.



To: City Council
Subject: Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of the Pfeiffer Tracts, 27.97 acres, more or less, of land, and to establish base zoning as B-1 (Local Business), located on FM 685. (Ashley Lumpkin)
Meeting: Regular City Council - 17 Oct 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on August 15, 2019.

Upon completion of the second and final reading of the annexation ordinance the annexation process is complete. An annexation ordinance requires a second reading prior to final approval.

RECOMMENDATION:

Staff recommends that the Council approve the second and final reading of the ordinance.

ATTACHMENTS:

[\(Ord\)PfeifferTractAnnex-27.97ac\(Ord\)Complete](#)

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 27.97 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Hutto, Texas (the “City”) is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter, and;

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 27.97 acres, more or less, of land, being out of the N.D. Walling, Abstract No. 675 in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

WHEREAS, the procedures prescribed by the Charter of the City of Hutto and the applicable laws of the State of Texas have been duly followed with respect to the Property, and;

WHEREAS, the City Council of the City of Hutto by resolution directed the City’s Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit “B”** attached hereto and made part hereof by reference for all purposes, and;

WHEREAS, such Property is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside, and;

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens, and;

WHEREAS, and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with, and;

WHEREAS, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit “A”** should become annexed.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

SECTION II.

That the Property described in the attached **Exhibit “A”**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby and made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as B-1 (Local Business) Zoning District.

SECTION III.

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Hutto, and hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

SECTION IV.

That the appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official maps and boundaries of the City of Hutto, heretofore adopted and amended, so as to include the aforementioned territory hereby annexed, be and are hereby amended as part of the City of Hutto, Texas, as required by law.

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

SECTION VI.

That the City Secretary is hereby directed and authorized to file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas.

SECTION VII.

If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

SECTION VIII.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. That City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter thereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION IX.

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the **19th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this **17th** day of **October, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

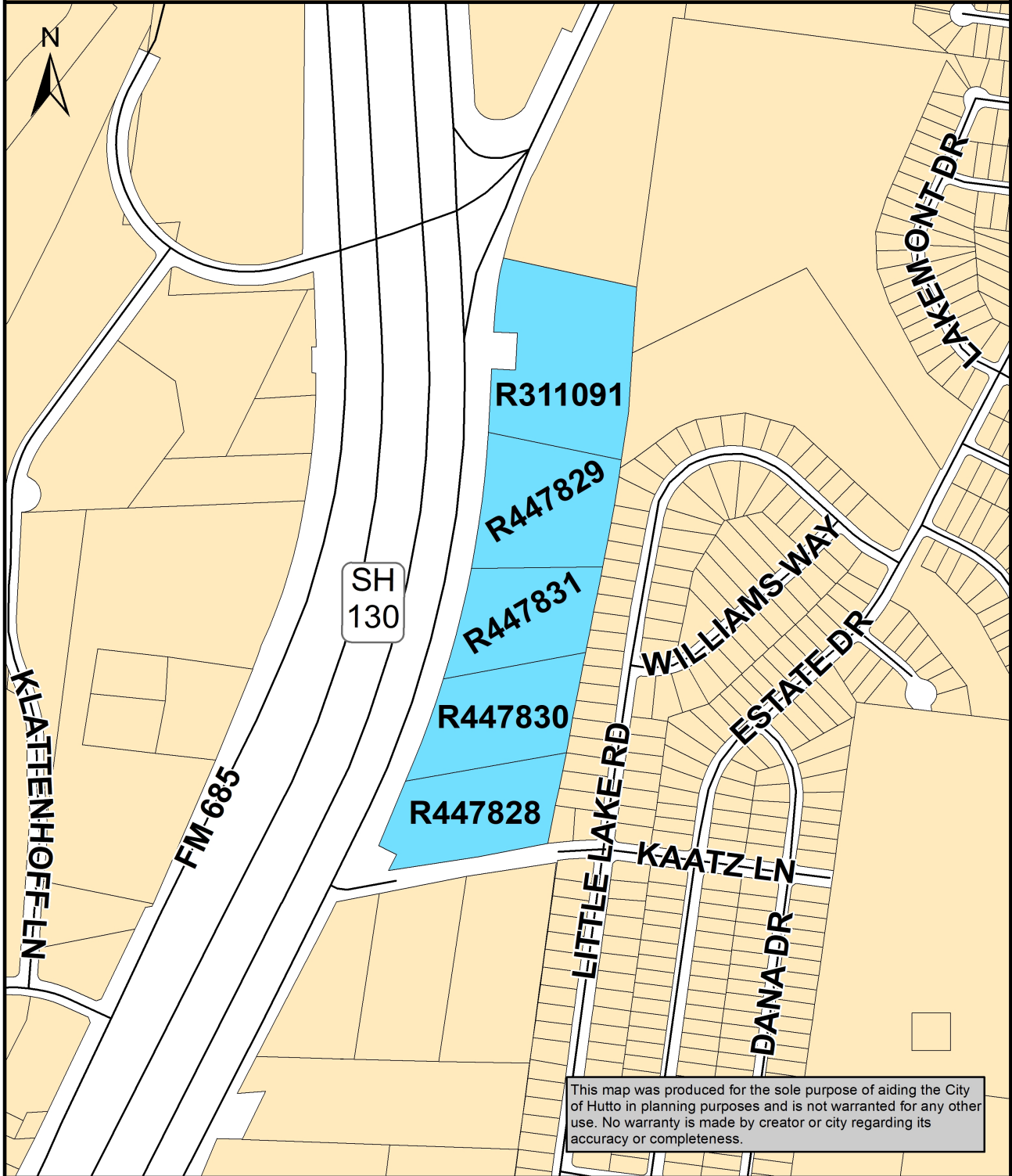
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Pfeiffer Tracts (27.97 acres)

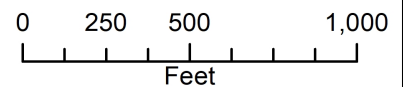


Map Document: (K:\SITE LOCATION MAPS\2019

Site Location Maps\FM_685\Pfeiffer_Tracts.mxd)

8/9/2019 -- 9:12:19 AM

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DESCRIPTION OF A 27.970 ACRE TRACT OF LAND
WILLIAMSON COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF THAT CALLED 51.06 ACRE TRACT AS CONVEYED TO CAROLYN PFEIFFER BY GENERAL WARRANTY DEED RECORDED IN VOLUME 1571, PAGE 383 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT CALLED 4.9935 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027733, ALL OF THAT CALLED 4.9619 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027734, ALL OF THAT CALLED 4.5314 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027735, AND ALL OF THAT CALLED 5.6279 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027736 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, WHICH INCLUDES A PORTION OF AN OLD COUNTY ROAD RIGHT-OF-WAY AS ABANDONED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, ON DECEMBER 2, 1997, AS RECORDED IN VOLUME 97, PAGE 193 OF THE MINUTES OF SAID COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AS AGENDA ITEM NUMBER 16; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Kaatz Lane (right-of way width varies), at the southwest corner of Lot 1, Block K, Lakeside Estates, Phase 1-A, a subdivision as recorded in Cabinet R, Slides 394-397 of the Plat Records of Williamson County, Texas, being the southeast corner of the above described Pfeiffer 4.9935-acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Kaatz Lane, S 78°47'57" W a distance of 634.46 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at the intersecting north right-of-way line of said Kaatz Lane with the east right-of-way line of Texas State Highway 130-Toll Road (right-of-way width varies), being the most southerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most southerly southwest corner of the herein described tract, from which a 1/2-inch iron rod found bears, S 32°02'53" W a distance of 10.78 feet;

THENCE, with the east right-of-way line of said SH 130, N 26°21'26" E a distance of 88.06 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an interior corner of said Pfeiffer 4.9935-acre tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 63°38'35" W a distance of 77.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" at the most westerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most westerly southwest corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, along a curve to the left an arc distance of 1,683.74 feet, having a radius of 4,142.56 feet, a central angle of 23°17'16" and a chord which bears N 14°34'56" E a distance of 1,672.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common west corner of the above described Pfeiffer 5.6279-acre tract and Pfeiffer remainder tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'49" E a distance of 248.62 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, S 87°09'16" E a distance of 91.66 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'43" E a distance of 144.38 feet to a 1/2-inch iron rod found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 87°09'16" W a distance of 91.66 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'44" E a distance of 49.13 feet to a cotton gin spindle found on the west line of said Pfeiffer remainder tract, at a point of curvature of a curve to the right;

THENCE, continuing with the east right-of-way line of said SH 130, along said curve to the right an arc distance of 248.56 feet, having a radius of 1,500.00 feet, a central angle of 09°29'40" and a chord which bears N 07°35'34" E a distance of 248.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of a called 11.24 acre tract as conveyed to Dreamgirl, LP by special warranty deed recorded in Document Number 20098093521 of the Official Public Records of Williamson County, Texas, being the northwest corner of said Pfeiffer remainder tract, for the northwest corner of the herein described tract, from which a disturbed 1/2-inch iron rod with aluminum cap stamped "TXDOT" bears, along a curve to the right an arc distance of 332.99 feet, having a radius of 1,500.00 feet, a central angle of 12°43'09" and a chord which bears N 18°41'59" E, a distance of 332.30 feet;

THENCE, leaving the east right-of-way line of said SH 130, with the south line of said Dreamgirls 11.24-acre tract, S 77°48'35" E a distance of 523.11 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found at the southeast corner of said Dreamgirls 11.24-acre tract, on the west line of Lot 74, Block K, Lakeside Estates Section Four, a subdivision as recorded in Cabinet X, Sides 201-204 of the Plat Records of Williamson County, Texas, for the northeast corner of the herein described tract;

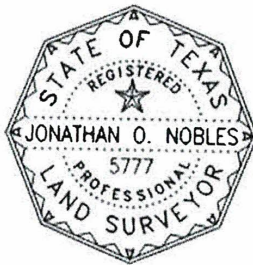
THENCE, with the west line of Lot 74, Block K, of said Lakeside Estates Section Four and the west line of Lot 24-AA, Block K, of the Amended Plat of Lot 24, Block K, Lakeside Estates, Phase 1-A and Lot 34, Block K, Lakeside Estates, Phase 1-B a subdivision as recorded in Cabinet V, Side 292 of the Plat Records of Williamson County, Texas, S 03°48'24" W a distance of 498.96 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of said Lot 24-AA, Block K;

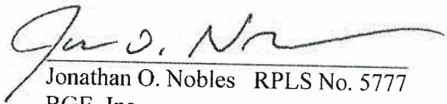
THENCE, continuing with the west line of said Lot 24-AA, Block K and the west line of Lakeside Estates, Phase 1-A a subdivision as recorded in Cabinet R, Slides 194-197 of the Plat Records of Williamson County, Texas, S 08°01'21" W, pass a 1/2-inch iron rod found at the northeast corner of said Pfeiffer 5.6279-acre tract at a distance of 190.59 feet and continuing on for a total distance of 394.87 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of Lot 20, Block K, of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°31'25" W, pass a 1/2-inch iron rod found at the common east corner of said Pfeiffer 5.6279-acre tract and the above described Pfeiffer 4.5314-acre tract at a distance of 223.64 feet and continuing on for a total distance of 588.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of the above described Pfeiffer 4.9619-acre tract, being on the west line of Lot 12, Block K of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°57'05" W pass a 1/2-inch iron rod found on the west line of Lot 5, Block K of said Lakeside Estates, Phase 1-A, at the common east corner of said Pfeiffer 4.9619-acre tract and said Pfeiffer 4.9935-acre tract at a distance of 377.32 feet and continuing on for a total distance of 731.12 feet to the **POINT OF BEGINNING** and containing 27.970 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on May 09, 2019 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83.




Jonathan O. Nobles RPLS No. 5777
BGE, Inc.

5/13/2019
Date

7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: May 13, 2019
Project No.: 6712-01-0040

**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**77.92 acres, more or less, of land, out of the
John Kelsey Survey, Abstract No. 377, and the N.D. Walling Survey, Abstract No. 675, in
Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Manville W.S.C.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
AGENDA ITEM
9.C.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the City manager to prepare a Municipal Service Plan for the proposed annexation of Cottonwood Creek, 46.68 acres, more or less, of land located on CR 199. (Ashley Lumpkin)
Meeting: Regular City Council - 17 Oct 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

RECOMMENDATION:

Staff recommends that the Council approve the resolution.

ATTACHMENTS:

[\(Res\)CottonwoodCreek-MSP\(Res\)Complete](#)

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE
A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE
PROPERTY KNOWN AS “COTTONWOOD CREEK” (46.68 ACRES),
MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN
EXHIBIT “A”, AND ATTACHED HERETO.**

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this **17th** day of **October, 2019**.

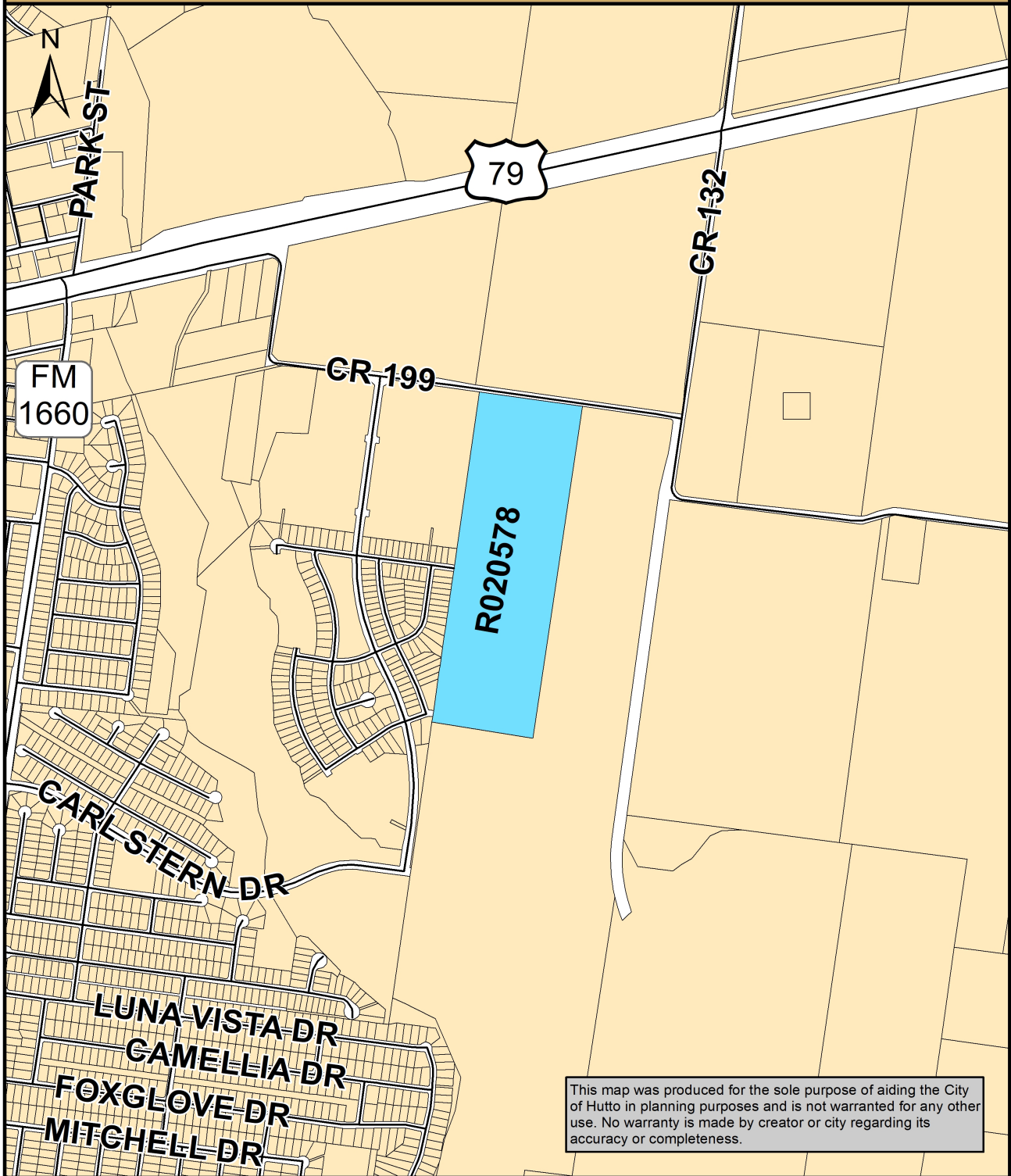
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

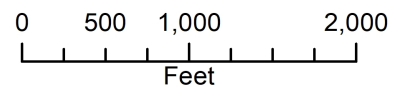
ATTEST:

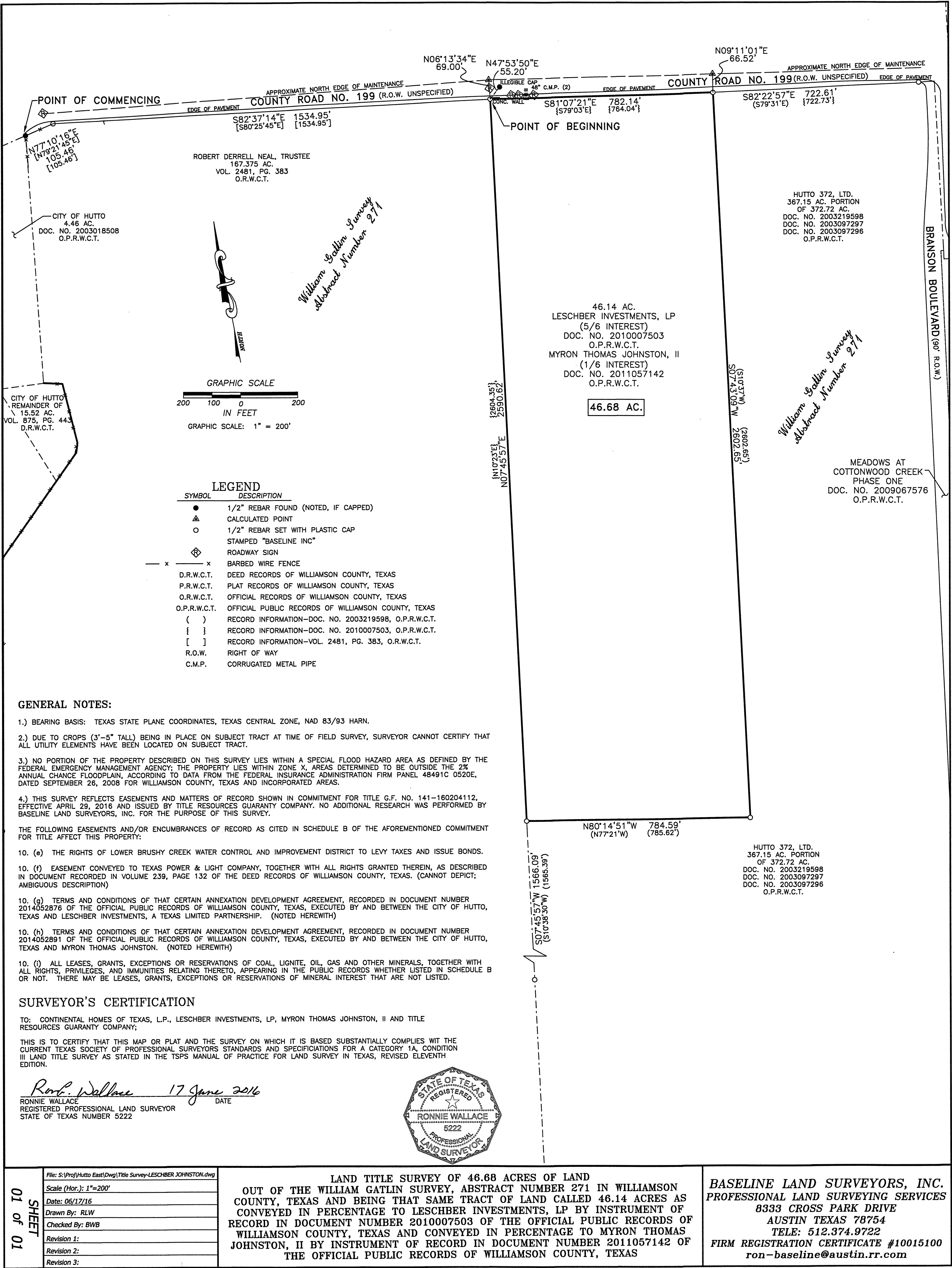
Lacie Hale, City Secretary

Cottonwood Creek



Map Document: (K:\SITE LOCATION MAPS\2019 Site
Location Maps\Annexation_Maps\Cottonwood_Creek.mxd)
9/13/2019 -- 8:47:01 AM





**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**46.68 acres, more or less, of land, out of the
William Gatlin Survey, Abstract No. 271, in Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Manville W.S.C.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
AGENDA ITEM
9.D.



To:
Subject: Consideration and possible action on a resolution to approve an interlocal agreement between the City of Hutto and the Hutto Independent School District regarding use of facilities. (Jeffrey White)
Meeting: Regular City Council - 17 Oct 2019
Department: Parks and Recreation
Staff Contact: Jeffrey White

BACKGROUND INFORMATION:

The purpose of this agreement is to provide for the use by the City of certain facilities owned by Hutto Independent School District (HISD) and use by HISD of certain facilities owned by the City. The City of Hutto utilizes school gymnasiums and track facilities for sports programming purposes.

FINANCIAL IMPACT:

Parties will pay fees outlined in the agreement.

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE CITY OF HUTTO, TEXAS
AUTHORIZING AN INTERLOCAL FACILITIES USE
AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT.**

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Section 791.003(3)(E) and 791.003 (4)(A) allow local governments to contract with one another to perform governmental functions and services, including for parks and recreation; and

WHEREAS, the Parties desire to contract with each other for use of certain Hutto ISD facilities by the City and certain City facilities by Hutto ISD; and

WHEREAS, entry into this agreement would be mutually beneficial and not detrimental to the Parties.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this
the _____ day of _____, 2019

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT
FOR USE OF SCHOOL PROPERTY**

RECITALS

This Interlocal Agreement (the “**Agreement**”), effective this ____ day of _____, 2019 (“**Effective Date**”) is made and entered into by and between the CITY OF HUTTO, TEXAS (the “**City**”), a home rule municipal corporation of the State of Texas, and the HUTTO INDEPENDENT SCHOOL DISTRICT (the “**HISD**”), and a political subdivision of the State of Texas. The City and HISD are herein referred to as “**Party**” individually, or jointly, the “**Parties**.”

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(E) and 791.003(4)(A) allow local governments to contract with one another to perform governmental functions and services, including for parks and recreation; and

WHEREAS, the HISD is an independent political subdivision of the State of Texas charged with the public education of children in its boundaries, which has its own funding source and elected governing body separate from the City; and

WHEREAS, the Parties desire to contract with each other for recreational programs, relevant meetings, or community events and use of certain HISD facilities by the City and certain City facilities by HISD; and

WHEREAS, entry into this Agreement would be mutually beneficial and not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

The Parties hereby adopt the recitals as true and correct and incorporate them herein.

2. AUTHORITY

This Agreement is entered into between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement and this Agreement shall be interpreted in accordance with the Act.

3. PURPOSE

The purpose of this Agreement is to provide for the use by the City of certain facilities owned by HISD and use by HISD of certain facilities owned by the City for Parks and Recreation programs.

4. TERM

The term of this Agreement shall be from November 1, 2019 through October 31, 2020 (the “Term”).

5. OBLIGATIONS OF HISD

5.1 HISD shall pay the following fees for the use of specific city owned facilities:

5.1.1	Fritz Park Pavilion	\$ No fee
5.1.2	Hutto Lake Park Pavilion	\$ No fee
5.1.3	Country Estates Pavilion	\$ No fee
5.1.4	Glenwood Splash Pad	\$ No fee
5.1.5	Holmstrom Field	\$ No fee
5.1.6	Football Field	\$ No fee
5.1.7	Baseball/Athletic Fields	\$ No fee
5.1.8	Staff	\$ 25 per hour
5.1.9	All security deposit fees waived for HISD	

5.2 The City shall provide access and use of facilities listed in 5.1.1 through 5.1.7 for use by HISD for related sporting events, staff retreats and special programs. Additionally, HISD agrees to abide by the general guidelines of use of facilities. HISD agrees to pay the \$25 per hour rate for set-up and all related personnel costs for use of these facilities during HISD usage.

6. OBLIGATIONS OF THE CITY

6.1 The City shall pay the following fees for the use of specific HISD owned facilities for recreation programs:

6.1.1	Elementary School Gyms	\$ No fee
6.1.2	Middle School Gyms	\$ No fee
6.1.3	Elementary Campus (Camps & Events)	\$ No fee
6.1.4	Middle School Track	\$ No fee
6.1.5	High School Track	\$ No fee
6.1.6	Parking Lots (Special Events)	\$ No fee
6.1.7	Bus Transportation	\$ 25 per hour + \$1.70 per mile
6.1.8	Staff	\$ 25 per hour
6.1.9	All security deposits will be waived for the City	

6.2 Camps will include access to the gym and cafeteria during the following:

6.2.1 Spring Break Camp – 1 campus during spring break week.

- 6.2.2 Thanksgiving Camp – 1 campus the Monday, Tuesday, and Wednesday prior to Thanksgiving.
- 6.2.3 Winter Break Camp – 1 campus during the two-week school break. Camp will not meet on City holidays.
- 6.2.4 Summer Camp – 2 campuses from June through mid-August.

6.3 HISD shall provide access and use of facilities listed in 6.1.1 through 6.1.5 for use by City for related sporting events, camps, and special programs. Additionally, the City agrees to abide by the general guidelines of use of facilities. The City agrees to pay the \$25 per hour rate for set-up and all personnel costs for use of these facilities during City usage.

6.4 The City will reserve events through the district's facility reservation process in advance of advertising the events or using the facilities. Use of facilities will be scheduled for a specific start and end time. Variation of these scheduled times shall be requested in advance of the event. As facilities become available, consideration will be given for additional facility use based on program growth.

7. LIABILITY

7.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

7.2 The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed to hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

8. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service and addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

City of Hutto

Attention: Odis Jones
CEO/City Manager
Attention: Jeff White
Director of Parks and Recreation
500 West Live Oak Street
Hutto, Texas 78634

With a Copy to:

Attention: Legal Office
City Attorney
500 West Live Oak Street
Hutto, Texas 78634

Hutto Independent School District

Attention:
Dr. Celina Estrada Thomas, Superintendent
Attention:
Henry Gideon, Assistant Superintendent of Operations
200 College Street
Hutto, Texas 78634

9. BREACH

Failure to perform any obligations under this Agreement constitutes a breach unless expressly excepted herein.

10. DISPUTE RESOLUTION

- 10.1 If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute by referring same to the senior management of the City and HISD. Any disputes regarding this Agreement that cannot be resolved among the Parties shall go through the arbitration and mediation process.
- 10.2 Any dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the Agreement or the relationship, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in

question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

10.3 This Agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The arbitration shall be conducted in Williamson County, Texas. The laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator(s) are appointed. The arbitrator(s) may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

10.4 The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful Party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any Party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The Parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any Party. This Section shall survive the termination or cancellation of this Agreement.

11. MISCELLANEOUS PROVISIONS

11.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

11.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

11.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

11.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

11.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil

war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

11.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties, or their authorized representative.

11.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

11.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

11.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

11.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

11.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

11.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

11.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

11.15 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

11.16 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

IN WITNESS WHEREOF, each Party hereto has signed this Agreement or caused this

Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

[Signatures on the following page.]

CITY OF HUTTO

APPROVED AS TO FORM

By: _____

Print: _____

Title: _____

By: _____

Attorney for the City of Hutto

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Print: _____

Title: _____

Regular City Council
AGENDA ITEM
10.A.



To: City Council
Subject: Consideration of a public hearing and possible action on a resolution approving the Hutto Exchange Public Utility Easement (PUE) partial vacation/reduction from 50-feet to 10-feet at the property known as 205 Exchange Boulevard. (Samuel Ray)
Meeting: Regular City Council - 17 Oct 2019
Department: Engineering
Staff Contact: Samuel Ray

ATTACHMENTS:

[HuttoExchange-Lot5-PUEVacation-Notice\(Web\)](#)
[\(Ord\)HuttoExchange-Lot5-PUEVacation\(Ord\)Complete](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

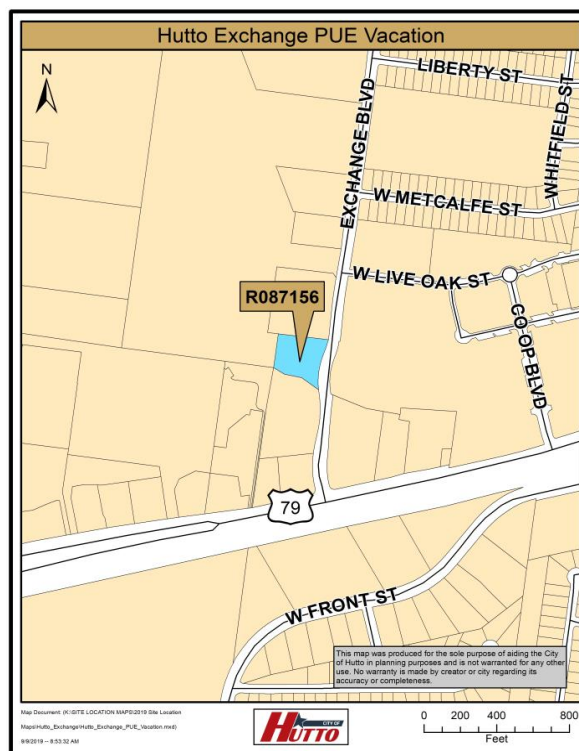
NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The **Hutto Exchange Lot 5 Public Utility Easement (PUE) Partial Vacation and Reduction**, from 50-feet to 10-feet, on the property located at 205 Exchange Boulevard.

The **Hutto City Council** will hold a public hearing on October 17, 2019 at 7:00 p.m.

Hutto City Hall 500 W. Live Oak St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or planning@huttotx.gov



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS APPROVING THE PARTIAL PUBLIC UTILITY EASEMENT (PUE) VACATION AND REDUCTION OF THE EXISTING 50-FOOT PUE TO 10-FEET FOR LOT 5 OF THE HUTTO EXCHANGE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS RECORDED IN THE MAP OR PLAT OF RECORD IN CABINET G, SLIDES 185-186, PLAT RECORDS OF WILLIAMSON COUNTY TEXAS.

WHEREAS, a request has been made to the City of Hutto, Texas to vacate a portion and reduction from 50-feet to 10-feet an existing Public Utility Easement (PUE) on the property described in **Exhibit “A”** attached hereto and incorporated herein, and;

WHEREAS, on the 3rd day of October, 2019, after proper notification, the City Council held a public hearing on the requested vacation, and;

WHEREAS, upon consideration of the request for vacation and reduction of the PUE, the City Council finds that a public need for the areas sought to be vacated no longer exists, and;

WHEREAS, and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with, and;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION I.

That the City Council has hereby determined the partial vacation and reduction from 50-feet to 10-feet of an existing PUE on the property located on Lot 5 of the Hutto Exchange Subdivision as described in **Exhibit “A”**, attached hereto and incorporated herein shall be vacated and reduced.

SECTION II.

That the City Secretary is hereby directed and authorized to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. That City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter thereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION IV.

This ordinance shall take effect and be in force from and after its passage.

READ and **APPROVED** on first reading on this the **3rd** day of **October, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

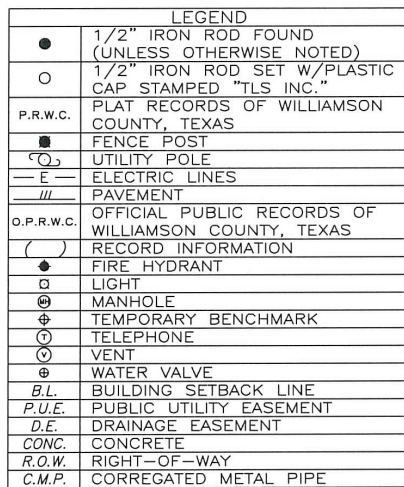
READ, PASSED and **ADOPTED** on first reading of ordinance this **3rd** day of **October, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary



RECORD CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	12°24'29"	370.00'	80.13'	79.97'	N 18°17'46" E
C2	—	430.00'	—	—	—

-FENCE TIES (FT) WITH A MINUS
(-) SIGN INDICATE FENCE OUTSIDE
THE PROPERTY LINE.

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY.
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Regular City Council
AGENDA ITEM
10.B.



To: City Council

Subject: Consideration and possible action on the second and final reading of an ordinance amending the Code of Ordinances (2014 Edition, as amended), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 3 Section 10.303 Zoning Districts, Section 10.303.7 B-1, 10.304 Permitted Uses, 10.304.5 Residential Uses, 10.304.6 Commercial and Retail Uses, 10.304.7 Industrial Uses, 10.304.8 Institutional and Civic Uses, 10.304.9 Temporary Uses, 10.304.10 Accessory Uses, 10.306 Residential Uses, 10.307 Commercial and Retail Uses, 10.308 Industrial Uses, 10.309 Institutional and Civic Uses, 10.310 Temporary Uses, 10.311 Accessory Uses. (Ashley Lumpkin)

Meeting: Regular City Council - 17 Oct 2019

Department: Development Services

Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The following is a City initiated amendment of the Code of Ordinances (2014 edition, as amended), Chapter 16, Article 16.02 Unified Development Code (UDC), Chapter 3 Section 10.303 Zoning Districts, 10.303.7 B-1, 10.304 Permitted Uses, 10.304.5 Residential Uses, 10.304.6 Commercial and Retail Uses, 10.304.7 Industrial Uses, 10.304.8 Institutional and Civic Uses, 10.304.9 Temporary Uses, 10.304.10 Accessory Uses, 10.306 Residential Uses, 10.307 Commercial and Retail Uses, 10.308 Industrial Uses, 10.309 Institutional and Civic Uses, 10.310 Temporary Uses, 10.311 Accessory Uses, repealing conflicting ordinances and resolutions, and establishing an effective date.

The purpose of this amendment is better define what uses are allowed adjacent to single-family residential, and required higher development standards.

When adjacent to single-family residential, the following standards are proposed to be met in order to be in compliance:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer with a 6-foot-tall masonry wall.
- Signage
 - All signage must face the right-of-way, signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, signage facing that property is allowed.
- Height
 - All buildings must be setback a minimum of 1 foot for each foot of height from adjacent SF-1 properties.
- Outdoor Lighting

- All outdoor lighting must comply with the International Dark Skies Ordinance.

The Planning and Zoning Commission recommended approval to City Council on September 3, 2019.

PUBLIC NOTICE

Per Texas Local Government Code Section 211.006 a notice was run in the Taylor Daily Press.

RECOMMENDATION:

Staff recommends that the Council approve the second and final reading of the ordinance.

ATTACHMENTS:

[\(Ord\)UDCAmend\(21\)Ord\(Complete\)](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2014 EDITION), CHAPTER 16, ARTICLE 16.02 UNIFIED DEVELOPMENT CODE (UDC) CHAPTER 3 SECTIONS 10.303 ZONING DISTRICTS, 10.303.7 B-1, 10.304 PERMITTED USES, 10.304.5 RESIDENTIAL USES, 10.304.6 COMMERCIAL AND RETAIL USES, 10.304.7 INDUSTRIAL USES, 10.304.8 INSTITUTIONAL AND CIVIC USES, 10.304.9 TEMPORARY USES, 10.304.10 ACCESSORY USES, 10.306 RESIDENTIAL USES, 10.307 COMMERCIAL AND RETAIL USES, 10.308 INDUSTRIAL USES, 10.309 INSTITUTIONAL AND CIVIC USES, 10.310 TEMPORARY USES AND 10.311 ACCESSORY USES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC), incorporating amendments into Chapter 3, Sections 10.303, 10.303.7, 10.304, 10.304.5, 10.304.6, 10.304.7, 10.304.8, 10.304.9, 10.304.10, 10.306, 10.307, 10.308, 10.309, 10.310 and 10.311, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 3rd day of September, 2019, and;

WHEREAS, on the 19th day of September, 2019, after proper notification, the City Council held a public hearing on the proposed amendment, and;

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION I.

1.

That the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Hutto Unified Development Code (UDC), Chapter 3, Sections 10.303, 10.303.7, 10.304, 10.304.5, 10.304.6, 10.304.7, 10.304.8, 10.304.9, 10.304.10, 10.306, 10.307, 10.308, 10.309, 10.310, and 10.311 are hereby amended to include the changes described in **Exhibit "A"** attached hereto and incorporated herein.

SECTION II. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION III. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION IV. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION V. Open Meeting Clause

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and **APPROVED** on first reading on this the **19th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **17th** day of **October, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Lacie Hale, City Secretary



Unified Development Code

City of Hutto Code of Ordinances

Chapter 16

(amended: 08-2017)

10.301 Intent

On 22 November 1926, Justice George Sutherland wrote his opinion upholding the practice of zoning in Euclid, Ohio – “A nuisance may be merely the right thing in the wrong place, like a pig in the parlor instead of the barnyard.” Zoning regulates land use; implements community, neighborhood and other applicable land use and development plans; promotes sound planning practice, protects public health, safety and welfare; and ensures the right thing stays in the right place.

10.302 Zoning map

10.302.1 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.302.2 Zoning map established

Zoning district boundaries are shown on an official map titled “City of Hutto Official Zoning Map,” as amended. The map is adopted as a part of this code by reference. Development Services staff will maintain and update the zoning map to reflect zoning changes, annexation, updated property boundaries and street alignments, amendments, and error correction.

The official zoning map has the signature of the Mayor, attested by the City Secretary, and bearing the Seal of the City of Hutto under the following words:

This is to certify that this is the official zoning map for the City of Hutto, Texas.

Regardless of the existence of other zoning maps that may be published, the official zoning map is the final authority of the current zoning status of all property in the City of Hutto. The official zoning map must be available to the public when City Hall is open.

10.302.3 Zoning map amendments and changes

When changes are made in the district boundaries or other matter portrayed in the official zoning map, they must be entered on the map as soon as possible after City Council approves the amendment and it is signed by the mayor.

Unauthorized changes are a violation of this code, and punishable subject to this code.

10.302.4 Zoning map replacement

If the official zoning map becomes damaged, destroyed, lost or difficult to interpret because of the nature and/or number of changes and additions, City Council must adopt a new official zoning map to supersede the previous map. The new official zoning map may correct drafting or other errors or omissions in the previous map, but no correction will have the effect of amending the original map or any amendments. The new official zoning map will have the signature of the Mayor, attested by the City Secretary, and bearing the Seal of the City of Hutto under the following words:

This is to certify that this official zoning map supersedes and replaces the official zoning map adopted (date of adoption of map being replaced) as part of Ordinance No. (ordinance number) of the City of Hutto, Texas.

The previous map or significant parts remaining must be preserved, along with available records related to its adoption or amendment, unless it was destroyed or lost.

10.302.5 Zoning map interpretation

- A boundary shown following a street, highway, alley, right-of-way, trail, easement or watercourse is considered to follow the feature's centerline.
- A boundary shown roughly parallel to a street, highway, alley, right-of-way or other straight feature is considered as parallel. If the zoning map does not show a distance, map scale determines the boundary location.
- A boundary shown running to but not extending into a body of water is considered to run in a straight line until it intersects with another boundary or the city limits.
- A boundary shown following an approximate lot or municipal boundary line is considered as following the line.
- A boundary shown following a shoreline is considered to follow property lines along the shoreline, or the high water mark, whatever is more encompassing.
- Zoning map scale determines boundary location when a boundary is shown crossing a lot or parcel.
- Where a street, property line or other physical feature varies from the zoning map, or other uncertainties exist, City Council will fix the exact district boundary location.

10.303 Zoning districts

10.303.1 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

Residential districts

Residential zone prefixes:

- SF-R: residential / estate
- SF-1: residential / single household
- SF-2: residential / two to four households
- MF: residential / multiple household
- MH: residential / manufactured housing

10.303.2 SF-R residential: single household rural estate

The SF-R district applies to areas where the present or prospective land use is primarily agricultural, and to serve as a "holding zone" for areas where the future development is uncertain. Low density residential use (less than 4 units per acre net density) is permitted, along with traditional less intensive agricultural uses.

10.303.3 SF-1 residential: single household medium density

The SF-1 district is a setting for single household residential development of a medium density suburban or village character, with support facilities and services that are compatible with single household residences. Density must range from four to eight dwelling units per acre net density, depending on the context of the development.

10.303.4 SF-2 residential: two to four household

The SF-2 district is a setting for two household, three household and four household residential structures of a medium density, suburban and village character, along with support facilities and services that are compatible with residential areas. Density must range from eight to 14 dwelling units per acre net density, depending on the context of the development.

10.303.5 MF residential: multiple household

The MF district is a setting for development of multi-unit residential structures and developments, such as apartment and condominium complexes, garden and courtyard multifamily residential buildings, and residential loft buildings. Density must range from 14 to 20 dwelling units per acre net density, depending on the context of the development.

10.303.6 MH residential: manufactured home

The MH district is a setting for manufactured home parks with lots held under common ownership, and rented or leased to individual tenants.

Commercial districts

Commercial zone prefixes:

- B-1 Commercial: local/neighborhood
- B-2 Commercial: general

10.303.7 B-1 commercial: local/neighborhood

The B-1 district is a setting for low-intensity retail uses, offices and personal services intended to serve residents of the adjacent neighborhood. B-1 zoned land should only be grouped together at the intersections of busier non-local streets. Incremental creation of strip commercial districts is discouraged. Site and building design standards are intended to encourage high quality development, promote internal and external pedestrian connectivity, and prevent potential harm to residential districts.

10.303.8 B-2 commercial: general

The B-2 district is a setting for development of a wide range of retail uses, offices and personal and business services. B-2 zoned land should only be grouped together at the intersections of busy arterial streets. Incremental creation of strip commercial districts is discouraged. Site and building design standards are intended to encourage high quality development, promote internal and external pedestrian connectivity, and prevent potential harm to residential districts.

Industrial districts

Industrial zone prefixes:

- LI industrial: light industry
- I industrial: general industry

10.303.9 LI industrial: light industry

The LI district is composed of land and structures used primarily to provide space for commercial enterprises involved in research and development, light manufacturing, packaging, warehousing, distribution, and skilled mechanical trades. LI zoned land should be grouped together in large, contiguous areas, close to transportation facilities but with only minimal frontage on current and future major arterials, well separated from residential areas, in locations that are not ideal or suitable for residential or commercial use according to good planning practice. LI zoning should not be considered in areas where permitted uses would potentially interfere with the creation or dynamic of a vibrant retail area, or potentially create unattractive and dysfunctional strips dominated by mechanical commercial and borderline industrial uses.

10.303.10.1I industrial: general industry

The I district exists to accommodate areas of high intensity land use primarily devoted to traditional industrial uses and vehicle repair facilities. I zoned land shall not be designated on tracts abutting residential neighborhoods or on tracts abutting designated arterial roadways or any future arterial roadways identified in the comprehensive plan.

Special purpose districts

Residential zone prefixes:

- PUD planned unit development
- FBC form based code
- OT old town
- REC recreation

10.303.11 PUD planned unit development**10.303.11.1 Intent**

The PUD district is a floating zone intended to encourage innovative planning and design techniques for development, when designation of a single use zoning district or application of standard zoning provisions are too rigid for practical application. A PUD district may accommodate development with mixed or varied uses, and/or allow some degree of flexibility in the application of standards and rules in this code to achieve superior results to development on sites with unusual topography, unique settings, or difficult or costly development problems. A PUD district is not intended to permit uses or development not keeping with the spirit of this code or any applicable plans, or avoid imposition of Unified Development Code standards rather than achieve the stated intent of a PUD. Form Based style development is preferable to planned unit developments.

10.303.11.2 District standards

- Designated PUD districts will have unique standards that are described in the adopting section for that district.
- Standards of this code will apply in every PUD district unless specifically superseded by the standards of the PUD district.
- PUDs cannot be used to circumvent Unified Development Code standards and permit substandard development, uses that are otherwise not permitted in the city (junkyards, high-rise pylon signs, etc),

or other types of development that do not conform with the spirit and intent of this code, or generally accepted good planning practice.

Procedures for application of planned unit developments are in Section 10.203.12

10.303.12 FBC Form Based Code

The Form Based Code Zoning District is intended for a continuum of development from the highest intensity mixed use development immediately adjacent to major transportation corridors to the lowest intensity residential neighborhoods and preserved agricultural land or open space. The Form Based Code Zoning District is intended to:

- Allow a mixture of complimentary land uses that *may* include a mix of housing, retail, offices, commercial services, and civic uses to create economic vitality; Provide a range of housing types within the neighborhoods to accommodate diverse ages and incomes;
- Develop mixed-use areas and residential neighborhoods that are safe, comfortable and attractive to pedestrians;
- Encourage development that preserves woodlands, farms, riparian corridors, and other environmentally sensitive areas; Provide and distribute a range of Open Space types including Parks, Squares, and pocket parks within neighborhoods and mixed use areas;
- Provide flexibility in the siting and design of new developments to anticipate changes in the local and regional market;
- Reinforce streets as public places that encourage pedestrian and bicycle travel;
- Provide an interconnected network of thoroughfares to disperse traffic and reduce automobile trip lengths;
- Encourage efficient land use by facilitating compact development and minimizing the amount of land that is needed for surface parking;
- Provide appropriate locations and design standards for automobile- and truck-dependent uses; and
- Maintain mobility along major traffic corridors and state highways.

Transect zones are described in Section 10.1002.1 and include:

- T-1 Natural
- T-2 Rural
- T-3 Suburban
- T-4 General urban
- T-5 Urban center

Procedures for application for this district is in Section 10.203.7.

10.303.13 OT Old Town

Purpose and Intent

This district implements the 2009 Heart of Hutto Old Town Master Plan, as amended. This Master Plan provided the community with a unified vision for the redevelopment of Old Town which included the following goals:

- Preserve and maintain the resources which help define the historic character of Old Town Hutto;
- Maintain and enhance a vibrant and walkable Old Town which appropriately balances pedestrian, bike, and vehicular traffic;

- Provide a range of public open space that adds value to adjacent development and which is linked to and accessible from the Hutto street grid;
- Provide a vision that is economically and socially viable for the redevelopment and integration of the former Co-op Site into Old Town Hutto; and
- Develop a set of standards which responds to existing conditions in the city and provides a framework for the integration of new development into the existing fabric of the downtown.

Transect zones are described in Section 10.1003.1 and include:

- OT-3 Traditional neighborhood
- OT-4R Urban residential
- OT-4T Transition
- OT-5H Historic
- OT-5C Co-op
- SD-A Arterial

Procedures for application for this district is in Section 10.203.10.

10.303.14 REC recreation

10.303.14.1 Intent

The REC district is a floating zone that accommodates certain recreation and resort uses that take advantage of the land in its natural state, encourages large outdoor recreation uses that could not easily be provided in the already urbanized portions of the area, and permits limited commercial and service uses connected with some recreational activities. REC zoning should not be considered in areas where permitted uses would potentially interfere with the creation or dynamic of a vibrant retail area or industrial center, or be a potential nuisance to adjacent or planned residential areas.

Overlay districts

Residential zone prefixes:

- H Historic District overlay
- G Gateway overlay

10.303.15 H Historic District overlay

10.303.15.1 Intent

The H overlay district preserves structures, sites or neighborhoods with outstanding historical and cultural significance.

10.303.15.2 Designation of existing sites

Any existing designated historic landmark, site or district in the city when this code is adopted is designated as an H overlay. Special standards for existing sites will continue to apply to the H overlay.

10.303.15.3 District standards

- Being an overlay district, regulations for the underlying zoning districts remain in effect, except as otherwise provided.
- Regulations for a specific H overlay, as described in Section 10.703 of this Code, apply to properties or structures wholly included in that overlay, and portions of property located in the district.
- If there is a conflict between the overlay regulations and the underlying district, overlay regulations apply, even where the applicable regulation is not the higher standard.

- City Council findings for a specific H overlay define the scope of the city's interest in protecting the historic resource, and will provide guidelines used by the Historic Preservation Commission, along with applicable regulations, in considering whether to grant or deny a certificate of appropriateness.
- Each designated H overlay may have unique standards described in the adopting section for that overlay. Standards for underlying districts remain in effect unless replaced by the district-specific standards.

10.303.15.4 Maintenance

- Parties responsible for an improvement on a structure or lot in an H overlay must keep the following in good repair:
 - Exterior portions of the improvement and exterior portions of a structure in the overlay that may be affected by the improvement.
 - Interior portions of the improvement that, if not maintained, may cause or tend to cause their exterior portions to deteriorate, become damaged, or fall into disrepair.
 - Provisions of this section supplement other laws about property maintenance.

Procedures for application of the H overlay district are in Chapter 2 (Administration). Architectural and design standards in the H overlay are in Chapter 4 (Site design standards). Chapter 7 includes various provisions about historic preservation.

10.303.16 G Gateway overlay

10.303.16.1 Intent

The G Gateway Overlay district does the following:

- Coordinate with ongoing planning efforts for the Hutto Gateway and to further goals, policies and objectives outlined in the Comprehensive plan.
- Ensure the integrity of the ongoing planning process so public discourse can take place involving affected property owners and city residents while still ensuring individual development proposals are consistent with Comprehensive plan goals, policies and objectives.
- Ensure new development incorporates the following:
 - Pedestrian-friendly environment with wide sidewalks, tree-lined streets, active shopfronts, short blocks and variety of uses.
 - Variety of public gathering places such as squares and civic greens.
 - Naturally calmed streets, shaded by rows of trees that allow for on-street parking.
 - Streets and sidewalks that form a connected network, providing a variety of pedestrian and vehicular routes to any single destination in and out of the development.
 - Variety of compatible uses, allowing people the opportunity to live, work and play near one another, including, specifically, residential uses above ground floor commercial uses, as appropriate.
 - Opportunities for housing choice and variety, including attached and detached homes available for both rental and ownership.
 - Buildings placed close to the local or internal collector streets, oriented to the sidewalk and street front, providing easy access for pedestrian activity.
 - Building facades that create visual interest through horizontal and vertical articulation with windows, multiple entrances facing streets and sidewalks, and no blank walls.
 - Parking located to the rear or side of buildings.
 - Central Texas native landscaping and trees in parking areas and along bordering walkways.
 - Protection and enhancement of the natural features of the site, using them as the framework in creation of any site plans.
 - Internal principal ("main") street as part of the organization of development on the site.

- Development that does not turn its back on arterial streets, but instead focuses on taming the street edge with element such as slip roads, landscaping and pedestrian-oriented features.

10.303.16.2 Applicability

These standards apply to all applications for development approval in the Gateway Overlay District as designated in Attachment A to Ordinance 07-006-00 (incorporated by reference), except as expressly exempted.

10.303.16.3 Exemptions

These standards do not apply to the following:

- Change in use of an existing structure or expansion of an existing use that is lawfully permitted by the underlying zoning district.
- Use or development for which only a single-family residential building permit or certificate of occupancy is required.
- Single household dwelling on a lot recorded on or before the effective date of this overlay district.
- Rehabilitation of an existing building or structure that does not change the use or enlarge the building or structure.
- Permit or approval where a complete application was filed with the city before the effective date of this overlay district.
- Development sites less than ten (10) acres.

10.303.16.4 Annexation

After the effective date of this ordinance [ordinance adopted April 16, 2007], annexation and initial zoning of land in the area shown in Attachment A attached to Ordinance 07-006-00 (incorporated by reference) will be subject to the Gateway Overlay District.

10.303.16.5 Additional requirement

- All land developed in the Gateway Overlay District must explicitly incorporate the design principles stated in Section 10.303.16.1 either through a Planned Unit Development zoning or through a voluntary compliance to the standards and procedures in the FBC zoning district, unless specifically exempted.
- Adult oriented uses, travel plazas, truck stops, junkyards, and vehicle major repair facilities are expressly prohibited within the Gateway Overlay District.

10.304 Permitted uses

10.304.1 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.304.2 General standards

10.304.2.1 Indoor location

All uses must be performed entirely inside a permanent structure conforming to this code and other applicable standards, unless otherwise stated.

10.304.2.2 Principal uses

Only one principal use is permitted on a lot, unless otherwise stated. This restriction does not apply to commercial and industrial centers and buildings planned for multiple users, such as shopping and commercial centers, office buildings, flex space buildings, or mixed use developments.

10.304.2.3 PUD uses

Permitted uses in the PUD district must conform to the approved PUD development plan.

10.304.3 Permitted use table abbreviations

	Context
P	Permitted use permitted by right, subject to performance standards for the use.
C	Permitted use: permitted by right, subject to conditions for the use in that zoning district.
S	Use considered subject to specific use permit review.
-	Not a permitted use.

10.304.4 Agricultural uses

Agricultural uses	Zoning district									Transect zones (for FBC Form Based Code and OT Old Town zoning districts)									
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H
Agricultural use	C	-	-	-	-	-	-	-	-	C	P	P	-	-	-	-	-	-	-

10.304.5 Residential uses

Residential uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts)										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Assisted living facility	-	-	-	S	-	-	-	-	-	-	-	-	-	S	S	-	-	S	-	-	-
Boarding and rooming house	-	-	-	-	-	-	-	-	-	-	-	-	-	S	-	-	-	S	-	-	-
Dwelling: live-work	-	-	-	S	-	S	-	-	-	-	-	-	-	P	P	S	P	P	P	P	P
Dwelling: accessory unit	S	S	-	-	-	-	-	-	-	-	P	P	P	P	-	P	P	P	-	-	-
Dwelling: manufactured	C	C	C	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dwelling: multiple household	-	-	-	P	-	-	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P
Dwelling: single household attached (townhouse)	-	-	P	P	-	-	-	-	-	-	-	-	-	P	P	-	P	P	P	P	P
Dwelling: single household detached	P	P	P	-	-	-	-	-	-	-	P	P	P	P	-	P	P	P	-	-	-
Dwelling: single household village	-	P	-	-	-	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	-
Dwelling: single household zero lot line	-	P	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	P	-	-	-
Dwelling: two to four household	-	-	P	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	P	-	-
Group home	C	C	C	C	C	-	-	-	-	-	C	C	C	C	-	C	C	C	-	-	-
Halfway house	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S	S	S	-	-	-
Independent living facility	-	-	-	P	-	-	-	-	-	-	-	-	-	-	S	-	-	-	-	S	S
Manufactured home park	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nursing home	-	-	-	S	-	S	P	-	-	-	-	-	-	-	S	-	-	-	-	S	S

10.304.6 Commercial and retail uses

Commercial and retail uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts)										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Adult oriented use	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Bakery: retail	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	P	P	P	P	P
Bank	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	-	P	P	P	P
Campground, recreational vehicle park	-	-	-	-	-	-	-	-	-	S	P	P	-	-	-	-	-	-	-	-	-
Car wash	-	-	-	-	-	-	S	C	C	-	-	-	-	-	-	-	-	-	-	-	-
Club/lodge facility	-	-	-	-	-	C	P	-	-	-	-	-	-	-	P	-	-	P	P	P	P
Convenience store	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	-	S	P	P	P
Convenience store: with gasoline sales	-	-	-	-	-	S	P	-	-	-	-	-	-	-	S	-	-	-	-	-	S
Day care: child (1-6 children)	P	P	P	P	P	C	P	-	-	-	-	P	P	P	P	P	P	P	P	P	P
Day care: child (greater than 6 children)	S	S	S	S	S	C	P	-	-	-	-	-	S	C	C	-	-	C	C	C	P

Commercial and retail uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts)											
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A	
Day care: adult (1-4 persons)	S	S	S	-	-	C	P	-	-	-	-	S	S	S	-	S	S	S	-	-	-	
Day care: adult (greater than 4 persons)	-	-	-	-	-	C	P	-	-	-	-	-	-	-	S	-	-	-	-	S	S	
Day care: pet	-	-	-	-	-	S	P	P	-	S	-	-	-	-	S	-	-	-	-	-	S	
Day labor agency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Entertainment facility, theater	-	-	-	-	-	-	P	-	-	-	-	-	-	-	P	-	-	-	P	P	P	
Farm product sales	C	C	C	C	C	C	C	-	-	-	C	C	C	C	C	C	C	C	C	C	C	
Food catering	-	-	-	-	-	C	P	P	-	-	-	-	-	P	P	-	-	P	P	P	P	
Funeral home	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	S	
Gas station	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-	-	-	-	-	S	
Grocery store	-	-	-	-	-	S	P	-	-	-	-	-	-	-	P	-	-	S	P	P	P	
Indoor recreation facility	-	-	-	-	-	S	P	S	-	-	-	-	-	-	S	-	-	-	-	S	P	
Instructional facility	-	-	-	-	-	C	P	S	-	-	-	-	-	-	P	-	-	-	P	P	P	
Kennel	S	-	-	-	-	-	-	S	-	S	-	-	-	-	-	-	-	-	-	-	S	
Large item sales and rental: class 1	-	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-	-	-	-	S	
Large item sales and rental: class 2	-	-	-	-	-	-	S	P	P	-	-	-	-	-	-	-	-	-	-	-		
Large item sales and rental: class 3	-	-	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-	-	-		
Lodging establishment	-	-	-	-	-	S	P	-	-	S	-	-	-	-	P	-	-	-	P	P	P	
Lodging establishment: bed and breakfast	S	S	S	S	-	C	P	-	-	S	-	S	S	S	S	S	S	P	P	P	P	
Manufactured home sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Nightclub	-	-	-	-	-	-	P	-	-	-	-	-	-	-	S	-	-	-	S	S	S	
Office: medical	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	-	S	P	P	P	
Office: special medical	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-		
Office: professional	-	-	-	-	-	C	P	S	-	-	-	-	-	P	P	-	-	P	P	P	P	
Outdoor recreation facility	-	-	-	-	-	-	S	-	-	P	-	-	S	S	-	-	-	-	-	-		
Personal and business service shop	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	-	P	P	P	P	
Print shop	-	-	-	-	-	C	P	P	P	-	-	-	-	P	P	-	-	P	P	P	P	
Restaurant, bar	-	-	-	-	-	C	P	-	-	S	-	-	-	S	P	-	-	S	C	P	S	
Retail store (no more than 5,000 sq. ft.)	-	-	-	-	-	C	P	-	-	-	-	-	-	P	P	-	-	P	P	P	P	
Retail store (greater than 5,000 sq. ft.)	-	-	-	-	-	S	P	-	-	-	-	-	-	-	P	-	-	-	P	P	P	
Special services	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-		
Travel plaza, truck stop	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-		
Vehicle auction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Veterinary clinic	-	-	-	-	-	C	P	P	-	-	-	-	-	-	-	-	-	-	-	-	P	

10.304.7 Industrial uses

Industrial uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts)										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
General industrial use	-	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-	-
Heavy industrial use	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Light industrial use	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-	S
Research laboratory	-	-	-	-	-	-	-	P	P	-	-	-	-	-	S	-	-	-	-	S	S
Self-storage facility	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	S
Trade use	-	-	-	-	-	C	C	P	P	-	-	-	-	-	-	-	-	-	-	-	S
Vehicle minor repair facility	-	-	-	-	-	C	C	C	P	-	-	-	-	-	-	-	-	-	-	-	S
Vehicle major repair facility	-	-	-	-	-	-	-	C	P	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle storage facility	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-	-
Warehouse and distribution facility	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-	S

10.304.8 Institutional and civic uses

Institutional and civic uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts)										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Amenity center	C	C	C	C	C	C	C	-	-	C	C	C	C	C	P	-	-	P	P	P	P
Aquatic facility	P	P	P	P	P	C	P	P	P	P	P	P	P	P	S	-	-	-	-	S	P
Athletic facility	S	S	S	S	S	C	P	P	P	P	S	S	S	S	S	-	-	-	-	-	P
Cemetery	S	S	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-
Community facility	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	-	-	P	P	P	P
Golf course	S	S	S	S	S	-	-	-	-	S	-	S	-	-	-	-	-	-	-	-	-
Hospital	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Park and ride lot (as principal use)	-	-	-	-	-	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	S
Place of worship or assembly	C	C	C	C	C	P	P	C	C	C	P	P	P	P	P	P	P	P	P	P	P
Public utility substation	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
School: no more than 5 students	-	P	P	P	P	P	P	-	-	-	-	-	-	P	P	-	-	P	P	P	P
School: at least 6 students	-	S	S	S	S	S	S	-	-	-	-	-	S	S	P	-	-	S	S	P	P

10.304.9 Temporary uses

Temporary uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts)										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Construction equipment storage lot	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Construction field office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Garage sale	P	P	P	P	P	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	-
Model home / lot sales	P	P	P	P	P	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	-
Portable storage container	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Temporary building	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

10.304.10 Accessory uses

Accessory uses and structures are intended to allow property owners the full use of their property while maintaining the character of the surrounding area. Accessory uses and structures must be built and used only for purposes that are secondary and normal to the principal use of the property and must be placed on the same lot with the principal use.

Accessory uses	Zoning district										Transect zones (for FBC Form Based Code and OT Old Town zoning districts)										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
Antenna, radio hobbyist (no more than max hgt in district)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Antenna, radio hobbyist (greater than max hgt in district)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Antenna, non-residential use: no more than 15 ft. above roofline	-	-	-	-	-	C	C	C	C	C	-	-	-	-	-	-	-	-	-	-	C
Antenna, non-residential use: other	-	-	-	-	-	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S
Wireless facility: attached	S	S	S	S	S	P	P	P	P	P	S	S	S	S	S	S	S	S	S	P	P
Wireless facility: concealed	S	S	S	S	S	P	P	P	P	P	S	S	S	S	P	S	S	S	S	P	P
Wireless facility: freestanding	-	-	-	-	-	-	S	S	S	S	-	-	-	-	-	-	-	-	-	-	S
Donation drop-off box	-	-	-	-	-	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	S
Drive through facility	-	-	-	-	-	S	P	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Home occupation	P	P	P	P	P	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	-
Residential accessory structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Satellite dish	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Swimming pool	P	P	P	P	P	P	P	S	-	P	P	P	P	P	P	P	P	P	P	P	P
Vending machine (outdoor)	-	-	-	-	-	P	P	P	P	P	-	-	-	-	P	-	-	-	-	P	P
Free-standing cisterns	S	S	S	S	S	P	P	P	P	P	S	S	S	S	P	S	S	S	P	P	P
Wind energy system	S	S	S	S	S	S	S	P	P	S	S	S	S	S	S	S	S	S	S	S	P

10.304.11 Applicability and Enforcement**10.304.11.1 Excluded uses**

If a use is not expressly permitted in a zoning district, it is prohibited. Uses prohibited in all zoning districts are not necessarily limited to uses described in this code as prohibited.

10.304.11.2 New and undefined uses

As commerce and technology evolve, new types of land uses will develop and forms of land use not anticipated may seek locations in the city. To provide for contingencies, Development Services staff will consider the appropriateness of an undefined use in a certain zoning district. Approval criteria include:

- Impacts of the use, including externalities and use of public services and infrastructure,
- The use is similar in nature and impact to a use listed and defined as a permitted use in that zoning district or PUD.
- The use is not similar in nature and impact to a use defined and listed as a prohibited use in that zoning district or PUD, or prohibited in the district but permitted in a different district.
- The use conforms to the intent of the zoning district and applicable plans.
- The interpretation does not lower the protection given to the public by this code.
- The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and residential areas.
- General interpretation standards in Section 10.209.

Performance standards and conditions for uses similar in nature and impact are also considered.

If Development Services staff finds the proposed land use is not appropriate for the district, the applicant may appeal the decision to the Zoning Board of Adjustment within 30 days of determination.

10.304.12 Nonconforming uses

Nonconforming uses are addressed in Section 10.206.

10.305 Agricultural uses**10.305.1 Applicability**

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.305.2 Agricultural use**10.305.2.1 Definition**

Agricultural use: husbandry and keeping of farm animals, crop production, horse stables and greenhouses, and other similar uses normally associated with agriculture.

10.305.2.2 Permitted locations

- Agricultural uses are permitted in the SF-R district by right.
- Agricultural uses are permitted in the T-1 and T-2 transect zones by right.

10.305.2.3 Conditions

Intensive agricultural uses are prohibited. This includes factory farming, hog farms, dairy farms, feed lots, slaughtering, manure and compost storage and processing, silage fermentation, and keeping more than two animal units (animal unit as defined by Texas Cooperative Extension) per acre of land dedicated to agricultural uses.

Small vegetable and fruit gardens are not considered “crop production”, and are permitted in all zoning districts.

10.306 Residential uses**10.306.1 Applicability**

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.306.2 Assisted living facility**10.306.2.1 Definition**

Assisted living facility: residential facility comprising of apartments set up to encourage independent living, while providing personal care services beyond those usually offered by an independent living facility. This includes assistance with meals, dressing, movement, bathing, or other personal needs or maintenance; the administration of medication by a licensed person or the assistance with or supervision of medication; or general supervision or oversight of the physical and mental well-being of a person who needs assistance to maintain a private and independent residence.

10.306.2.2 Permitted locations

- Assisted living facilities are considered subject to specific use permit review in the MF district.
- Assisted living facilities are considered subject to specific use permit review in the T-4, T-5, and OT-4T transect zones.

10.306.2.3 Conditions

Assisted living facilities must have direct access from a collector or higher street.

10.306.3 Boarding and rooming house**10.306.3.1 Definition**

Boarding and rooming house: building used to accommodate, for compensation (money, services, and other things of value), four or more boarders or roomers, not including the occupant's immediate family members who may be occupying the building. Bed and breakfast inns are not considered boarding and rooming houses.

10.306.3.2 Permitted locations

Boarding and rooming houses are considered subject to specific use permit review in the T-4 and OT-4T transect zones.

10.306.4 Dwelling (general)**10.306.4.1 Definitions**

- *Dwelling*: building used only for year round residential occupancy and permitted accessory uses, including single household/family dwellings, two-to-four household/family dwellings and multi-unit/family dwellings. This term excludes hotels, motels, extended stay lodging, tents, vehicles, or other structures designed or used primarily for temporary occupancy. Any dwelling is considered a principal building.
- *Dwelling unit*: structure or part of a structure providing complete, independent living facilities for a household, including permanent provisions for living, sleeping, eating, cooking and sanitation.
- *Household*: single person or group of persons living together in a single housing unit, sharing meals, housework, and household costs.

10.306.4.2 Conditions

- Short term rental. Rentals of residences for no more than 30 days are considered subject to the specific use permit review process. This provision does not prohibit home exchanges, where an owner trades their residence with that of another homeowner for a short time.
- Number of dwellings on a lot. Only one dwelling may be placed on a lot. A second dwelling may be placed on a lot, if it is an approved accessory dwelling unit (Section 10.306.5), or part of a development designed and approved for multiple residential buildings on one lot.

10.306.5 Dwelling, accessory unit**10.306.5.1 Definition**

Dwelling unit, accessory: secondary dwelling unit in conjunction with and subordinate to a main single household dwelling unit, whether a part of the same structure as the main dwelling unit or incorporated into a detached garage. Also known as a *mother-in-law apartment*.

10.306.5.2 Permitted locations

- Accessory dwelling units are permitted subject to specific use permit review in the SF-R and SF-1 districts.
- Accessory dwelling units are permitted by right in the T-1, T-2, T-3, T-4, OT-3, OT-4R, and OT-4T transect zones.

10.306.5.3 Conditions

- Only one accessory dwelling unit is permitted on a lot.
- Lot size for single household dwellings where an accessory dwelling unit may be added must be at least 7800 sq. ft.
- Accessory dwelling units must be attached to the rear of the main house, or incorporated into a detached garage without eliminating the garage's parking spaces. Complete conversion of a detached garage into an accessory dwelling unit is prohibited.
- Floor area for accessory dwelling units must be 400 sq. ft. – 800 sq. ft., or 400 sq. ft. – 33% of the total living area of the host structure, whatever is smaller.
- Accessory dwelling units must have a separate entrance from the outdoors, oriented to the side or rear of the lot if the unit is attached to the main house.
- Recreational vehicles, mobile homes, and shipping containers are prohibited as accessory dwelling units.

10.306.6 Dwelling, live-work**10.306.6.1 Definition**

Dwelling, live-work: dwelling where limited commercial use operated by a member of the household that lives in the unit is permitted.

10.306.6.2 Permitted locations

- Live-work dwellings are considered subject to specific use permit review in the MF and B-1 districts as well as the OT-3 transect zone.
- Live-work dwellings are permitted by right in the T-4, T-5, OT-4R, OT-4T, OT-5H, OT-5C, and SD-A transect zones.

10.306.6.3 Conditions

- Live-work designation applies to an entire multiple household development or a designated portion, not to individual units on a piecemeal basis.
- Commercial uses in live-work dwellings are limited to offices, studios, personal service establishments and home occupations.
- Commercial uses in a live-work dwelling may occupy no more than 50% of the ground floor area for an individual dwelling unit.
- Live-work designation when adjacent to Single-Family Residential (SF-1), the following conditions must be met:
 - Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer with a 6-foot-tall masonry wall
 - Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All buildings must be setback a minimum of 1 foot for each foot of height from adjacent SF-1 properties
 - Outdoor Lighting All outdoor lighting must comply with the International Dark Skies Ordinance.

10.306.7 Dwelling, manufactured**10.306.7.1 Definition**

Dwelling, manufactured: transportable, single household dwelling unit built on a permanent chassis with attached undercarriage with springs, axles, wheels and hubs, suitable for year-round occupancy and incorporating the same water supply, waste disposal and electrical conveniences as a site built dwelling unit, and may or may not be attached to a permanent foundation.

10.306.7.2 Permitted locations

- Manufactured dwellings are permitted in the MH district, subject to design standards applicable to the MH zone in Chapter 4 (Site design standards).
- Manufactured dwellings are permitted in the SF-R, SF-1, SF-2, subject to design standards applicable to these districts in Chapter 4 (Site design standards).

10.306.8 Dwelling, multiple household

10.306.8.1 Definition

Dwelling, multiple household: building with five or more separate dwelling units, sharing common walls and/or with units above and/or below others. Multiple household dwellings include townhouses and rowhouses (with five or more units), structures commonly known as apartment buildings or condominium buildings, garden apartment and condominium buildings, lofts, and adaptive reuse of larger structures such as former places of worship.

10.306.8.2 Permitted locations

- Multiple household dwellings are permitted by right in the MF district, subject to design standards in Chapter 4 (Site design standards).
- Multiple household dwellings are permitted by right in the T-4, T-5, OT-4R, OT-4T, OT-5H, OT-5C, and SD-A transect zones, subject to design standards in Chapter 5 (Site Design Standards – Special Purpose Districts).

10.306.8.3 Conditions

Developing a mix of housing types creates more housing choices for residents, and opportunities for more diversity in the community. Multiple household developments are encouraged to provide a range of housing types to promote a diverse community of mixed ages, family-types, and incomes.

10.306.9 Dwelling, single household attached

10.306.9.1 Definition

Dwelling, single household attached: dwelling unit with no units above, below or behind; but with one or two shared walls with other single household attached dwellings. Access is from a private entrance, and not a hall, stairway or balcony shared with other units. Single household attached dwellings include townhouses, row houses, and terraced houses.

10.306.9.2 Permitted locations

- Single household attached dwellings are permitted by right in the SF-2 and MF districts in developments approved for the dwelling type, subject to standards in Chapter 4 (Site design standards).
- Single household attached dwellings are permitted by right in the T-4, T-5, OT-4R, OT-4T, OT-5H, OT-5C, and SD-A transect zones in developments approved for the dwelling type, subject to standards in Chapter 5 (Site Design Standards – Special Purpose Districts)..

10.306.10 Dwelling, single household detached

10.306.10.1 Definition

Dwelling, single household detached: building with a single dwelling unit not attached to another dwelling (except an approved accessory dwelling unit per Section 10.306.5) or building. Also called a single family house.

10.306.10.2 Permitted locations

- Single household detached dwellings are permitted by right in the SF-R, SF-1 and SF-2 districts in developments approved for the dwelling type, subject to standards in Chapter 4 (Site design standards).
- Single household detached dwellings are permitted by right in the T-1, T-2, T-3, T-4, OT-3, OT-4R, and OT-4T transect zones in developments approved for the dwelling type, subject to standards in Chapter 5 (Site Design Standards – Special Purpose Districts).

10.306.11 Dwelling, single household village

10.306.11.1 Definition

Dwelling, single household village: single household detached dwelling sited where the house is on a lot in a traditional village setting, in a development modeled on New Urbanism, traditional village or traditional neighborhood development principles.

10.306.11.2 Permitted locations

- Single household village detached dwellings are permitted by right in the SF-1 district in developments approved for the dwelling type, subject to standards in Chapter 4 (Site design standards).
- Single household village detached dwellings are permitted by right in the T-2, T-3, T-4, OT-3, OT-4R, and OT-4T transect zones in developments approved for the dwelling type, subject to standards in chapter 5 (Site Design Standards – Special Purpose Districts).

10.306.12 Dwelling, single household zero lot line**10.306.12.1 Definition**

Dwelling, single household zero lot line: single household detached dwelling sited where one wall is on the property boundary, usually a side wall.

10.306.12.2 Permitted locations

- Single household zero lot line dwellings are permitted by right in the SF-1 district in developments approved for the dwelling type, subject to standards in Chapter 4 (Site design standards).
- Single household zero lot line dwellings are permitted by right in the T-3, T-4, OT-3, OT-4R, and OT-4T transect zones in districts approved for the dwelling type, subject to standards in chapter 5 (Site Design Standards – Special Purpose Districts).

10.306.13 Dwelling; two to four household**10.306.13.1 Definition**

Dwelling, two to four household: building with two to four separate dwelling units, sharing common walls and/or with one or two household above one or two others. Two to four household dwellings include duplexes; triplexes or “threeplexes”, quadplexes or “fourplexes”, two-flats, semi-detached houses, and attached patio or “pinwheel” houses.

10.306.13.2 Permitted locations

- Two to four household dwellings are permitted by right in the SF-2 district in developments approved for the dwelling type.
- Two to four household dwellings are permitted by right in the T-4, T-5, OT-3, OT-4, and OT-5H transect zones in developments approved for the dwelling type.

10.306.14 Group home**10.306.14.1 Intent**

Group homes are a necessary use serving a vital function in the community, but their concentration in certain areas can have a perceived adverse affect on an area. Careful review of proposed group homes is necessary to ensure they are compatible with the residential character of the surrounding area, and a welcome addition to the city.

10.306.14.2 Definition

Group home: residence operated as a single dwelling, licensed or operated by a governmental or non-profit agency, providing special care or rehabilitation due to homelessness, physical condition or illness, nonviolent mental condition or illness, elderly age, or social, behavioral or disciplinary problems, where authorized supervisory personnel are on the premises. Group homes do not include halfway houses,

where drug users, sex offenders, the dangerous mentally ill, or convicted felons are placed immediately after their release from a primary institution such as a prison, hospital or rehabilitation facility.

10.306.14.3 Permitted locations

- Group homes of up to six residents are permitted by right in the SF-R, SF-1, SF-2 and MH districts, subject to review and confirmation of spacing by Development Services staff.
- Group homes of up to six residents are permitted by right in the T-1, T-2, T-3, T-4 transect zones.
- Group homes of up to six residents may be permitted by minor modification in the OT-3, OT-4, and OT-4T transect zones.
- Group homes of no more than 15 residents are permitted by right in the MF district, subject to review and confirmation of spacing by Development Services staff.
- New group homes must be placed at least 750 ft. from other established group homes.

10.306.14.4 Conditions

- Appearance and residential character of the structure cannot be altered, either through use of colors, materials, construction (except provisions for the physically handicapped) and lighting; emission of sound, noise, vibration and electromagnetic interference; or outdoor storage.
- Signs identifying the property as a group home are prohibited.
- Safehouses and shelters for victims of domestic violence are exempt from review and spacing standards for group homes.

10.306.15 Halfway house

10.306.15.1 Intent

Halfway houses are a necessary use serving a vital function in the community, but their concentration in certain areas can have a perceived adverse affect on an area. Careful review of proposed halfway houses is necessary to ensure they are compatible with the residential character of the surrounding area, and the safety of nearby residents remains secure.

10.306.15.2 Definition

Halfway house: residence operated as a single dwelling, licensed or operated by a governmental or non-profit agency, where drug users, moderate and high risk (level 2 and 3) and civil commitment sex offenders, the dangerous mentally ill, or convicted felons are placed immediately after their release from a primary institution such as a prison, hospital or rehabilitation facility. Authorized supervisory personnel are on the premises. A halfway house allows the persons to begin reintegration with society, while still providing monitoring and support.

10.306.15.3 Permitted locations

- Halfway houses are considered subject to specific use permit review in the SF-R, SF-1, SF-2, MF and MH districts.
- Halfway houses are considered subject to specific use permit review in the OT-3, OT-4R, and OT-4T transect zones.
- New halfway houses must be placed at least 2,000 ft. from other established halfway houses, and at least 750 ft. from other established group homes.
- Halfway houses housing moderate and high risk (level 2 and 3) and civil commitment sex offenders are subject to the same spacing standards from schools, places of worship, and other landmarks as required for individual offenders under city, county and state law.

10.306.15.4 Conditions

- Appearance and residential character of the structure cannot be altered, either through use of colors, materials, construction (except provisions for the physically handicapped) and lighting; emission of sound, noise, vibration and electromagnetic interference; or outdoor storage.
- Signs identifying the property as a halfway house are prohibited.

10.306.16 Independent living facility

10.306.16.1 Definition

Independent living facility: residential facility comprising of apartments set up to encourage independent living, while certain services, such as meals, transportation, or limited assistance with daily living tasks are offered to residents. Assisted living facility residents are usually ambulatory and can feed themselves but they may need help with some activities of daily living.

10.306.16.2 Permitted locations

- Independent living facilities are permitted by right in the MF district.
- Independent living facilities are considered subject to specific use permit review in the T-5, OT-5C, and SD-A transect zones.

10.306.16.3 Conditions

Independent living facilities must have direct access from a collector or higher street.

10.306.17 Manufactured home park

Design standards for manufactured home parks are in Section 10.404.3.

10.306.17.1 Definition

Manufactured home park: improved parcels, under common management and usually under common ownership, having multiple manufactured home structures in the nature of a community or “manufactured home park”, and all streets, service drives, and community areas such as yards and amenity centers.

10.306.17.2 Permitted locations

Manufactured home parks are considered subject to specific use permit review in the M-H district.

10.306.17.3 Conditions

- Permitted uses include one manufactured home on each approved space or lot, accessory buildings for use by the occupant of the structure on that lot, amenity centers, accessory buildings for use by the owner or manager of the manufactured home park, and one single household dwelling on a at least 6,000 sq. ft. lot for the owner's or manager's residence.
- Manufactured home parks must meet open space standards in Chapters 4 (site design standards) and 6 (subdivision standards). The development must include amenities and be designed only for the renting or leasing of manufactured home sites.
- Manufactured home parks cannot be converted to manufactured home subdivisions without first conforming to all subdivision standards, and rezoning from MH.
- A 6 ft. tall perimeter fence is required, conforming to fencing and screening standards in Section 10.408.

10.306.18 Nursing home

10.306.18.1 Definition

Nursing home: institution that operates or maintains facilities providing convalescent or chronic care, or both, for more than 24 consecutive hours for three or more patients not related by blood or marriage to the operator. Nursing homes do not include hospitals or other places that provide care and treatment for the acutely sick and maintain and operate facilities for major surgery.

10.306.18.2 Permitted locations

- Nursing homes are permitted by right in the B-2 district.
- Nursing homes are considered subject to specific use permit review in the MF and B-1 districts.
- Nursing homes are considered subject to specific use permit review in the T-5, OT-5C, and SD-A transect zones.
- 10.306.18.2 Conditions Nursing homes must have direct access from a collector or higher street. When adjacent to Single-Family Residential (SF-1), the following conditions must be met:
 - Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
 - Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance.

10.307 Commercial and retail uses

10.307.1 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town Zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.307.2 Adult oriented use

10.307.2.1 Intent

The right to possess and distribute sexually oriented materials such as pornography and sex toys; and the right to present and see sexually oriented entertainment such as erotic or nude dancing, is protected by the First Amendment of the United States Constitution. However, the clustering, inappropriate placement or inadequate regulation of adult uses can affect the mix of people and businesses attracted to an area, create a de facto "red light district" and an area where criminals can find easy prey, and harm the public health, safety and welfare.

Considering Hutto's geographical constraints, an adult oriented business would have a disproportionately large impact on the city, compared to a larger community with few geographical constraints for expansion, and a large supply of land ideal for commercial development.

These standards intend to:

- Regulate adult oriented uses to promote the health, safety, morals, and general welfare of the city.
- Protect the small city character of Hutto, and the potential to attract high quality commercial development that is not sexually oriented.
- Prevent the creation of an environment that would potentially affect the reputation and small city character of Hutto, and thus discourage residents and non-adult oriented businesses from locating in the city.
- Apply fair, uniform standards that allow sexually oriented businesses in locations where their presence will cause no detrimental secondary effects.

These standards are not intended to:

- Impose limitations or restrictions on the content of communicative materials, including sexually oriented materials.
- Restrict or deny access by adults to sexually oriented materials protected by the First Amendment.
- Deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market.
- Condone or legitimize the presentation and distribution of sexually oriented entertainment and material.

10.307.2.2 Definitions

- *Adult oriented use*: business where the principal use, or a significant adjunct to another use of the property, is the offering or display of live entertainment, dancing or material distinguished or characterized by its emphasis on depicting, exhibiting, describing or relating to "specified sexual activities" or "specified anatomical areas" as the primary attraction to the premises. This includes, but is not limited to: adult book stores, adult novelty and gift shops, adult video rental, adult video and movie arcades, adult photo studios, adult cabaret (gentlemen's club, topless bar, strip joint, go-go club), nude modeling studios, adult hotels and motels (no-tell motels), and adult motion picture theaters.

This excludes uses that are technically illegal under local and state law, including but not limited to body rub salons and massage parlors and therapists offering massages of "specified anatomical areas" or "hand release," brothels and sexual encounter establishments, and escort agencies. Those uses have no constitutional protection, and are prohibited in the city.

- Specified anatomical areas includes:
 - Human genitals, pubic region, buttocks, anus, area between genitals and anus, or female breast below a point immediately above the top of the areola; or
 - Human male genitals in a discernibly turgid state, even if completely and opaquely covered.
- Specified sexual activities includes:
 - Fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts;
 - Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
 - Masturbation, actual or simulated;

- Human genitals in a state of sexual stimulation, arousal or tumescence;
- Excretory functions as part of or with activities in this subsection.

10.307.2.3 Permitted locations

- Adult oriented uses are considered in the LI district subject to specific use permit review.
- Adult oriented uses must be at least 250 ft. from the boundary of any residential zone district (inside and outside the city), structure occupied as a residence, public park or playground, child day care center, place of worship or assembly, or school; and at least 2000 ft. from another adult oriented use.

10.307.2.4 Conditions

- Adult oriented uses must conform to site planning, architectural design, landscaping and signage rules that are applicable to other businesses in the underlying zoning and overlay district, regardless of tradition or the proprietor's preferences.
- Adult oriented uses may display only one sign, attached on the building exterior, with the establishment name only. Signs or displays depicting specified anatomical areas or specific sexual activities cannot be displayed on the building, or inside the building where they would be visible outside.
- Entries and windows must be placed or screened to prevent the interior from being viewed from outside the establishment.
- Improvements on the site, and any parts of the building, including signage, awnings, and other exterior embellishments, cannot be in fluorescent or high intensity colors.
- Adult oriented uses including viewing rooms of at least 150 sq. ft. of floor space for film or video display of specified sexual activities or specified anatomical areas must conform to the following standards:
 - A manager's station must have at least 32 sq. ft. of floor area.
 - Alteration in the configuration or location of a manager's station may be made only with an amendment to the specific use permit approval.
 - More than one employee is on duty and situated in each manager's station at times a patron is present inside the premise.
 - The interior of the premises must be configured so there is an unobstructed view from a manager's station of every area of the premises where any patron is permitted access for any purpose excluding restrooms. Restrooms cannot have video reproduction equipment. If the premises have two or more manager's stations designated, then the interior of the premises must be configured so there is an unobstructed view of each area of the premises where any patron is permitted access for any purpose from at least one of the manager's stations. The view required in this subsection must be by direct line of sight from the manager's station.
 - The view area specified in the above subsection must be unobstructed by doors, walls, merchandise, display racks or other materials.
 - Only one person may occupy a viewing room at a time.
 - The premise must be equipped with overhead lighting fixtures that provide illumination of at least 10 lux as measured at the floor level to areas where patrons have permitted access. The illumination must be maintained during business hours.
- Exemption: a person appearing in a state of nudity in a modeling class operated by a proprietary school, licensed by the State of Texas; a college, junior college, or university supported entirely or partly by taxation; by a private college or university that maintains and operates educational programs where credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure with no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing; and where, to participate in a class a student must enroll at least three days in advance of the class; and where no more than one nude model is on the premises at any time.

10.307.3 Bakery, retail

10.307.3.1 Definition

Retail bakery: retail business where bread, pastries, cake, pies and similar baked goods are sold for consumption by the final customer at home, whether or not final baking occurs on-site. This term excludes a commercial bakery, where at least 50% of the goods produced on-site are sold off-site.

10.307.3.2 Permitted locations

- Retail bakeries are permitted by right in the B-2 districts.
- Retail bakeries are permitted by right in the T-4, T-5, OT-4R, OT-4T, OT-5H, OT-5C, and SD-A transect zones.
- Retail bakeries are permitted with conditions in the B-1 district.

10.307.3.3 Conditions

When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties. Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting

All outdoor lighting must comply with the International Dark Skies Ordinance

Industrial or commercial bakeries are permitted in the LI and I districts.

10.307.4 Bank

10.307.4.1 Definition

Bank: headquarters or branch of a financial institution granted a charter under the Texas Department of Banking as a state-chartered bank, savings and loan, or credit union. This term excludes a check cashing or payday loan establishment, loan or mortgage broker, stockbroker or other financial institution without a state bank charter. An automatic teller machine is not considered a bank.

10.307.4.2 Permitted locations

- Banks are permitted by right in the B-2 district.
- Banks are permitted by right in the T-4, T-5, OT-4T, OT-5H, OT-5C, SD-A.
- Banks are permitted with conditions in the B-1 district.

10.307.4.3 Conditions

When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage

- All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
- Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
- Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
- Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.5 Campground, recreational vehicle park

10.307.5.1 Definition

Campground or recreational vehicle park: site intended for temporary living accommodation for recreational, camping and travel use including, but not limited to, travel trailers, truck campers, camping trailers and self-propelled motor homes.

10.307.5.2 Permitted locations

- Campgrounds and recreational vehicle parks are permitted only by specific use permit in the REC district and should be limited to designated camping areas at public parks. Dry camping or using a parking lot for overnight camping or parking of commercial vehicles not related to a use or business on the site is prohibited.
- Campgrounds and recreational vehicle parks are permitted by right in the T-1 and T-2 transect zones.

10.307.6 Car wash

10.307.6.1 Definition

Car wash: facility where mechanical equipment is used for washing passenger vehicles.

10.307.6.2 Permitted locations

- Car washes are permitted by right in the LI and I districts.
- Car washes, either as the primary use of a site or as an accessory use to a gas station, are considered subject to specific use permit review in the B-2 district.

10.307.6.3 Conditions

- Structures or equipment related to cleaning vehicles (car wash bays, vacuums, vending machines) must be located at least 50 ft. from the boundary of any residential zoning district, places of residence such as nursing homes and extended care facilities, or lodging establishment. Vacuums cannot be located in the street yard.
- Washing facilities must occur under a roofed area with at least two walls.
- Car wash facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:
 - Must be screened and buffered with masonry (stone, brick, decorative CMU, similar materials) walls to minimize impact on residential properties.
 - May operate only between 7:00 AM and 9:00 PM.
 - Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

10.307.7 Club/lodge facility**10.307.7.1 Definition**

Club/lodge facility: site or structure with, as its primary use, an organization of persons for special purposes or for promulgation of sports, arts, literature, politics, civic service or other common goals, interests or activities, characterized by membership qualifications, dues or regular meetings. Clubs and lodges do not include clubs operated for profit and/or places of worship or assembly.

10.307.7.2 Permitted locations

- Club/lodge facilities are permitted by right in the B-2 district.
- Club/lodge facilities are permitted by right in the T-5, OT-4T, OT-5H, OT-5C, and SD-A transect zones.
- Club/lodge facilities are permitted with conditions in the B-1 district.

10.307.7.3 Conditions

When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting

All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.8 Convenience store**10.307.8.1 Definition**

Convenience store: retail store with no more than 5,000'² GFA selling everyday goods and services that may include food products, groceries, over-the-counter drugs and sundries.

10.307.8.2 Permitted locations

- Convenience stores without gasoline sales are permitted by right in the B-2 district.
- Convenience stores without gasoline sales are permitted by right in the T-4, T-5, OT-5H, OT-5C, and SD-A transect zones..
- Convenience store without gasoline sales are considered subject to specific use permit review in the OT-4T transect zone
- Convenience stores with gasoline sales are permitted by right in the B-2 district.
- Convenience stores with gasoline sales are considered subject to specific use permit review and with conditions in the B-1 district.
- Convenience stores with gasoline sales are considered subject to specific use permit review in the T-5, and SD-A transect zones.

10.307.8.3 Conditions

Improvements related to gasoline sales must conform to applicable design standards applicable to gas stations.

When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.9 Day care: child

10.307.9.1 Definition

Day care: child: facility maintained for all or part of a day for care of children younger than 16 years old that are not related to the owner, operator or manager, whether the facility is operated with or without compensation and with or without stated educational purposes. A child day care center includes, but is not limited to, facilities commonly known as day-care centers, day nurseries, nursery schools, preschools, play groups, day camps, and summer camps.

10.307.9.2 Permitted locations

- Day care hosting up to six children less than 16 years old, including the proprietor's children, is permitted by right in the SF-R, SF-1, SF-2, MF, MH, B-1 and B-2 districts.
- Day care hosting up to six children less than 16 years old, including the proprietor's children, is permitted by right in the T-2, T-3, T-4, T-5, OT-3, OT-4R, OT-4T, OT-5H, OT-5C, and SD-A transect zones.
- Day care with more than six children may be appropriate in some residential areas, but the use requires special attention to find if it will adversely affect the surrounding area. Day care with more than six children at a residence is permitted by right within the B-1, B-2 districts as well as the SD-A transect zone (with appropriate state licensure), and shall be considered subject to specific use permit review in the SF-R, SF-1, SF-2, MF, and MH districts as well as the T-3 transect zone.

10.307.9.3 Conditions

- Day care facilities in the B-1 district must be no more than 2,500 sq. ft.
- Outdoor play areas must be enclosed by a fence 4 ft. – 6 ft. high.
- Day care facilities in the MF district may be located in a building separate from a dwelling unit, for residents of the development only.

10.307.10 Day care: adult

10.307.10.1 Definition

Day care: adult: facility maintained for part of a day for care of adults unrelated to the owner, operator or manager.

10.307.10.2 Permitted locations

- Elderly day care centers are permitted by right in the B-1 and B-2 district.
- Elderly day care centers hosting up to four people are considered subject to specific use permit review in the SF-R, SF-1, and SF-2 districts.
- Elderly day care centers hosting up to four people are considered subject to specific use permit review in the T-2, T-3, T-4, OT-3, OT-4R, and OT-4T transect zones.
- Elderly day care centers hosting greater than four people are considered subject to specific use in the T-5, OT-5C, and SD-A transect zones.

10.307.11 Day care: pet

10.307.11.1 Definition

Day care: pet: facility where supervised groups of pets can socialize and play for all or part of a day. Secondary services at pet day care facilities may include obedience classes, training, grooming, behavioral training and/or overnight boarding.

10.307.11.2 Permitted locations

- Pet day care facilities are permitted by right in the B-2 and LI districts.
- Pet day care facilities are considered subject to specific use permit review in the B-1 and REC districts, and in B-2 and LI districts when adjacent to a residential district or area, lodging establishment, nursing home or assisted living facility.
- Pet day care facilities are considered subject to specific use permit review in the T-5 and SD-A transect zones.

10.307.11.3 Conditions

- Buildings used for pet day care and boarding services must be completely enclosed and soundproof.
- Outdoor play yards must be at least 100 ft. from a residential zone district, and must be completely screened by a solid screening material 6 ft. – 8 ft. high.
- Potentially offensive odors cannot be detectable off the site.

10.307.12 Day labor agency

10.307.12.1 Intent

Day labor agencies provide an essential service to unskilled or economically disadvantaged people seeking employment, and to businesses that need labor at a short notice for limited assignments. However, the presence of a day labor agency can affect the mix of people and businesses attracted to an area, warding off medium to high-end businesses that are essential to create and maintain a vibrant commercial area.

Considering Hutto's geographical constraints, a day labor center would have a disproportionately large impact on the city, compared to a larger community with few geographical constraints for expansion, and a large supply of land ideal for commercial development.

10.307.12.2 Definition

Day labor agency: agency providing short-term temporary labor services (work done where the worker is hired and paid one day at a time, with no promise that more work will be available in the future) for agricultural, construction, maintenance, landscaping, food service or industrial trades; or other physically intensive work.

10.307.12.3 Permitted locations

Day labor agencies are prohibited in all zoning districts.

10.307.13 Entertainment facility, theater

10.307.13.1 Definition

Entertainment facility or theater: building or part of a building devoted to showing motion pictures or dramatic, musical or live performances.

10.307.13.2 Permitted locations

- Entertainment facilities and theaters are permitted by right in the B-2 district.
- Entertainment facilities and theaters are permitted by right in the T-5, OT-5H, OT-5C, and SD-A transect zones.

10.307.14 Farm product sales

10.307.14.1 Definition

Farm product sales: outdoor activity involving sale of food or plant products grown on the premises, if the activity is in an agricultural zoning district; or customarily involving growers from throughout a region selling food or plant products they have grown, if the activity is in another zoning district where the use is permitted.

10.307.14.2 Permitted locations and duration

- Farm product sales of food or plant products grown on the premises are permitted by right in a "roadside stand" environment at legitimate farms in the SF-R district.
- Farm product sales in a "farmer's market" environment is permitted by right at places of worship, schools and community facilities in the SF-R, SF-1, SF-2, MF, MH, B-1 and B-2 districts and all transect zones for no more than 14 days a year.
- Farm product sales at a farmer's market is permitted by right in the B-1 and B-2 districts.
- Farm product sales at a farmer's market is permitted as an accessory use only in OT-5C.

10.307.15 Food catering

10.307.15.1 Definition

Food catering: business where the principal use is the preparation of food and meals on the premises that are delivered to another location for consumption.

10.307.15.2 Permitted locations

- Food catering is permitted by right in the B-2 and LI districts.
- Food catering is permitted by right in the T-4, T-5, OT-4T, OT-5H, OT-5C, and SD-A transect zones.

Food catering is permitted with conditions in the B-1 district.

10.307.15.3 Conditions

When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.

- Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
- Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
- Outdoor Lighting

All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.16 Funeral home

10.307.16.1 Definition

Funeral home: building used for preparing the deceased for burial or cremation, displaying the deceased and/or related ceremonies or services related, including cremation and the storage of caskets, funeral urns, funeral vehicles and other funeral supplies.

10.307.16.2 Permitted locations

- Funeral homes are permitted by right in the B-2 district.
- Funeral homes are considered subject to specific use permit review in the SD-A transect zone.

10.307.17 Gas station

10.307.17.1 Definitions

Gas station: facility where gasoline or other petroleum products or fuels are sold and light maintenance activities such as engine tune-ups, lubrication, minor repairs and carburetor cleaning may be conducted. A gas station may include co-branded uses such as a convenience store, fast food restaurant, and/or where permitted, a car wash. The term excludes truck stops and travel plazas; or facilities where heavy maintenance activities such as engine overhaul, painting and collision work are conducted.

10.307.17.2 Permitted locations

- Gas stations are permitted by right in the B-2 district.
- Gas stations are considered subject to specific use permit review and conditions in the B-1 district.
- Gas stations are considered subject to specific use permit review in the SD-A transect zone.

10.307.17.3 Conditions

When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.18 Grocery store**10.307.18.1 Definition**

Grocery store: retail business with greater than 5,000 sq. ft. GFA primarily selling food and other convenience and household goods.

10.307.18.2 Permitted locations

- Grocery stores are permitted by right in the B-2 district.
- Grocery stores are permitted by right in the T-5, OT-5H, OT-5C, and SD-A transect zones.
- Grocery stores are considered subject to specific use permit review and conditions in the B-1 district.
- Grocery stores are considered subject to specific use permit review in the OT-4T transect zone.

10.307.18.3 Conditions

Improvements related to gasoline sales must conform to applicable design standards applicable to gas stations.

When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.19 Indoor recreation facility**10.307.19.1 Definition**

Indoor recreation facility: establishment providing facilities for guests for exercise, relaxation, amusement or sport, and amenities that are secondary to the recreational use, housed inside a structure. The term includes gymnasiums, health clubs, bowling alleys, pool halls, video arcades, shooting ranges, and related recreational uses. This term excludes facilities used by or under direct supervision and control of licensed medical personnel placed in a medical facility, facilities in athletic departments of schools, facilities of professional sports teams, and amenity and community centers.

10.307.19.2 Permitted locations

- Indoor recreation facilities are permitted by right in the B-2 district.

- Indoor recreation facilities are permitted by right in the SD-A transect zones.
- Indoor recreation facilities are considered subject to specific use permit review in the LI district.
- Indoor recreation facilities are considered subject to specific use permit review in the T-5 and OT-5C transect zones.
- Indoor recreation facilities are considered subject to specific use permit review and conditions in the B-1 district.

10.307.19.3 Conditions

When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting

All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.20 Instructional facility

10.307.20.1 Definition

Instructional facility: establishment offering specialized instruction in subjects such as a trade, martial arts, visual and performing arts, sports, athletics, or business.

10.307.20.2 Permitted locations

- Instructional facilities are permitted by right in the B-2 district.
- Instructional facilities are permitted by right in the T-5, OT-5H, OT-5C, and SD-A transect zone.
- Instructional facilities are considered subject to special use permit review in the LI district.
- Instructional facilities are considered subject to conditions in the B-1 district.

10.307.20.3 Conditions

When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height

- All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
- Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
- Outdoor Lighting

All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.21 Kennel

10.307.21.1 Definition

Kennel: facility where the overnight boarding of dogs, cats or other household pets is conducted as a business or legitimate animal rescue operation. Kennels may also incorporate pet day care uses, facilities for dog training, and facilities for events such as conformation shows and agility competition.

10.307.21.2 Permitted locations

Kennels are considered subject to specific use permit review in the SF-R, REC, and LI districts as well as the SD-A transect zone. Keeping a large number of pets will require special attention to find if they will have an adverse affect on the surrounding area, and the pets are kept in a humane environment.

10.307.21.3 Conditions

- Animals must be kept in a clean, safe and humane environment.
- Boarding and activity areas must be located where they will have minimal impact on nearby residential areas.
- Noise and odor cannot be more significant than what would be expected for a normal resident with a companion animal.
- Puppy mills and cat mills, where pets are bred in large numbers solely for profit, are prohibited.

The following rules for "Large item sales and rental" (Class 1, 2 and 3) apply to retail businesses that tend to store most of their inventory outdoors.

10.307.22 Large item sales and rental: class 1

10.307.22.1 Definition

Class 1 large item sales and rental: use of a building, land area or other premises for display and sale, lease or rental of any of the following:

- Vehicles with a gross vehicle weight of <7,500 pounds that are intended for sale to the general consumer market. This includes automobiles, vans, light trucks, and sport utility vehicles.
- Golf carts, neighborhood electric vehicles (NEVs), and similar vehicles.
- Motorcycles and dirt bikes.
- Personal watercraft, kayaks, canoes and rowboats.
- Small off-road vehicles, including all terrain vehicles, dune buggies, and four-wheelers.
- Automobile, truck and motorcycle parts, accessories and aftermarket items (stores specializing in the sales of those items).

10.307.22.2 Permitted locations

- Class 1 large item sales and rental uses are permitted by right in the LI district.
- Class 1 large item sales and rental uses are considered subject to specific use permit review in the B-2 district.
- Class 1 large item sales and rental uses are considered subject to specific use permit review in the SD-A transect zones.
- Outdoor storage of inventory, and repair work or other repair service conducted as an accessory use is considered subject to the site plan review process.

- The unattended display of large items for sale in the public right-of-way, undeveloped parcels, or other private property not approved for large item sales and rental, is prohibited in any district.

10.307.22.3 Conditions

Outdoor storage of class 1 large items is subject to general performance standards for outdoor storage and display.

Unified Development Code design standards and special design standards apply to large item sales establishments. See Chapter 4 (Site design standards).

10.307.23 Large item sales and rental: class 2

10.307.23.1 Definition

Class 2 large item sales and rental: use of a building, land area or other premises for display and sale, lease or rental of any of the following:

- Boats.
- Home spas and hot tubs (except indoor sales/display).
- Bulk lumber and bricks, in a screened storage area.
- Landscaping materials, in a screened storage area.
- Small portable buildings, sheds, garages, gazebos, decks, and other pre-fabricated structures (not manufactured homes and pre-fabricated metal buildings), as an incidental accessory use.
- Pottery, statues, fountains and similar items, displayed or stored outdoors.
- Accessories related to the above items.

10.307.23.2 Permitted locations

- Class 2 large item sales and rental uses are permitted by right in the LI and I districts.
- Class 2 large item sales and rental uses are considered subject to specific use permit review in the B-2 district.
- Outdoor storage of inventory, and repair work or other repair service conducted as an accessory use is considered subject to the site plan review process.
- The unattended display of large items for sale in the public right-of-way, undeveloped parcels, or other private property not approved for large item sales and rental, is prohibited in all zoning districts.

10.307.23.3 Conditions

Outdoor storage of class 2 large items is subject to general performance standards for outdoor storage and display.

Special design standards apply to large item sales establishments. See Chapter 4 (Site design standards).

10.307.24 Large item sales and rental: class 3

10.307.24.1 Definition

Class 3 large item sales and rental: use of a building, land area or other premises for display and sale, lease or rental of any of the following:

- Large vehicles with a gross vehicle weight of at least 7,500 pounds, that require a commercial driver license (CDL) to operate, or are generally not intended for sale to the general consumer market. This includes flatbed and workbed trucks, buses, tractor trailers, dump trucks, yard trucks, and similar vehicles.
- Trailers, tow dollies, and all equipment or machinery designed to be towed by a vehicle.
- Moving vans, trucks and trailers.
- Construction, land clearing, hauling, earth moving, drilling, aerial lift, and similar heavy equipment.

- Forklifts, bobcats, trenchers, and similar items.
- Air compressors, generators, mobile pumps, and similar items.
- Farming, agricultural and arborist equipment.
- Recreational vehicles, including motor homes, motor coaches, converted buses, travel trailers, fifth wheels, fold down trailers, camper trailers, and similar items.
- Truck caps, lids, campers, camper shells, cargo extensions, cargo covers, tonneau covers, plows, racks, bed liners, and similar items.
- Small portable buildings, sheds, garages, gazebos, decks, and other pre-fabricated structures (not manufactured homes).
- Prefabricated and above-ground swimming pools.
- Bulk mulch, wood chips, soil, fill dirt, peat, gravel, rocks, sand and similar items.
- Bulk construction materials.
- Scaffolding.
- Pallets.
- Accessories related to the above items.

10.307.24.2 Permitted locations

- Class 3 large item sales and rental uses are permitted by right in the I district, and considered subject to specific use permit review in the LI district.
- Outdoor storage of inventory, and repair work or other repair service conducted as an accessory use, is considered subject to the site plan review process.
- Unattended display of large items for sale in the public right-of-way, undeveloped parcels, or other private property not approved for large item sales and rental, is prohibited in all zoning districts.

10.307.24.3 Conditions

- Outdoor storage of class 3 large items is subject to general performance standards for outdoor storage and display.
- Class 3 items must be presented and stored in a way that minimizes their visual impact. Extending vertical elements on lifts, cranes, telehandlers, truck mounted cement pumps and other equipment must be kept lowered.

Special design standards apply to large item sales establishments. See Chapter 4 (Site design standards).

10.307.25 Lodging establishment

10.307.25.1 Definition

Lodging establishment: hotel, motel, extended stay hotel, guest house or other facility providing transient accommodations to the public. Accessory uses may include meeting and banquet rooms, restaurants, bars, swimming pools, workout rooms, and other amenities typically found at hotels and motels.

10.307.25.2 Permitted locations

- Lodging establishments are permitted by right in the B-2 district.
- Lodging establishments are permitted by right in the T-5, OT-5H, OT-5C, and SD-A transect zones.
- Lodging establishments are considered subject to specific use permit review REC district.
- Lodging establishments are considered subject to specific use permit review and conditions in the B-1 district.

10.307.25.3 Conditions

- Lodging establishments are not intended for hourly or long term residence. Guests may stay no more than 60 consecutive days, and cannot stay on the premises for at least 50% of a one year period.
- A room cannot be rented out more than once in a 24 hour period. When adjacent to Single-Family Residential (SF-1), the following conditions must be met:

- Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm , unless otherwise approved by specific use permit
 - Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance

Although bed and breakfast inns provide lodging, they are regulated differently than other lodging establishments because of their residential character.

10.307.26 Lodging establishment: bed and breakfast inn

10.307.26.1 Definition

Bed and breakfast inn: owner occupied single household residence used as a lodging establishment.

10.307.26.2 Permitted locations

- Bed and breakfast inns are permitted by right in the B-2 district.
- Bed and breakfast inns are permitted by right in the OT-4T, OT-5H, OT-5C, and SD-A transect zones.
- Bed and breakfast inns are considered subject to specific use permit review in the SF-R, SF-1, SF2, REC and MF districts.
- Bed and breakfast inns are considered subject to specific use permit review in the T-2, T-3, T-4, T-5, OT-3, and OT-4R transect zones.
- Bed and breakfast inns are considered subject to conditions in the B-1 district.

10.307.26.3 Conditions

- Bed and breakfast inns are not intended for long term residence. Guests may stay no more than thirty consecutive days, and cannot stay on the premises at least 20% of a one year period.
- Six or fewer rooms at bed and breakfast inns may be rented out for overnight accommodation.
- One or two people that do not live at the home may be employed at the bed and breakfast inn.
- Food service at bed and breakfast inns is limited to breakfast, brunch and lunch for paying guests only. Provisions for food preparation such as cooktops are prohibited in guest rooms.
- The time and frequency of receptions, private parties and similar events at bed and breakfast inns are considered in the specific use permit review process, based on the inn's location and size.
- When adjacent to Single-Family Residential (SF-1), the following conditions must be met:
 - Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
 - Building Signage

- All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
- Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
- Operating Hours
 - Hours are limited to 7am to 10pm , unless otherwise approved by specific use permit
- Outdoor Lighting

10.307.27 Manufactured home sales

10.307.27.1 Definition

Manufactured home sales establishment: commercial use where manufactured housing is bought, sold or traded, and assembled or disassembled manufactured homes are kept on the site for sale or display.

10.307.27.2 Permitted locations

Manufactured home sales establishments are prohibited in all zoning districts.

10.307.28 Nightclub

10.307.28.1 Definition

Nightclub: bar or tavern where a stage or live performance area at least 100 sq. ft., and/or a dance floor is a prominent feature.

10.307.28.2 Permitted locations

- Nightclubs are considered subject to specific use permit review in the B-2 district.
- Nightclubs are considered subject to specific use permit review in the T-5, OT-5H, OT-5C, and SD-A transect zones.

10.307.29 Office: medical

10.307.29.1 Definition

Office, medical: clinic or office whose primary occupant is one or more licensed practitioners offering medical, dental, optical, chiropractic, naturopathic, psychological, psychiatric or physical rehabilitation services to patients on the premises. Medical office uses include urgent care clinics, but not emergency medical services.

10.307.29.2 Permitted locations

- Medical offices are permitted by right in the B-2 district.
- Medical offices are permitted by right in the T-4, T-5, OT-5H, OT-5C, and SD-A transect zones.
- Medical offices are considered subject to specific use permit review in the OT-4T transect zones.

Medical offices are considered subject to conditions in the B-1 district.

10.307.29.3 Conditions

- Medical offices are not hospitals, and are not intended for emergency medical services, inpatient treatment and overnight stay.
- When adjacent to Single-Family Residential (SF-1), the following conditions must be met:
 - Landscape Buffer

- Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.30 Office: professional

10.307.30.1 Definition

Office, professional: office for professionals such as lawyers, architects, engineers, designers, real estate brokers, insurance salespeople, accountants, or others qualified to provide professional services. This term excludes storage or sale of merchandise or medical offices.

10.307.30.2 Permitted locations

- Professional offices are permitted by right in the B-2 district.
- Professional offices are permitted by right in the T-4, T-5, OT-4T, OT-5H, OT-5C, and SD-A transect zones.
- Professional offices as a primary use are considered subject to specific use permit review in the LI district.
- Professional offices are considered subject to conditions in the B-1 district.
- Professional offices are permitted by right only as an accessory use to a permitted industrial use in the LI district. Offices may comprise no more than 20% of the gross floor area occupied by the host use.

10.307.30.3 Conditions

- When adjacent to Single-Family Residential (SF-1), the following conditions must be met:
 - Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit

- Outdoor Lighting

All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.31 Office: special medical

10.307.31.1 Definition

Office, special medical: clinic or office specializing in any of the following services:

- Substance abuse and dependency treatment and rehabilitation.
- Maintenance treatment using methadone or similar drugs.
- Opiate detoxification.
- Commercial blood or plasma collection.

10.307.31.2 Permitted locations

Special medical offices are considered subject to specific use permit review in the B-2 district only. They must be placed at least 500 ft. from residential zoning districts, and at least 1000 ft. from other special medical offices.

10.307.31.3 Conditions

Medical offices are not hospitals, and are not intended for emergency medical services, inpatient treatment and overnight stay.

10.307.32 Outdoor recreation facility

10.307.32.1 Definition

Outdoor recreation facility: establishment providing facilities for guests for exercise, relaxation, amusement or sport, and amenities that are secondary to the recreational use, housed mostly outside of a structure. The term includes miniature golf courses, go-cart tracks, batting cages, bumper boats, and related recreational uses. Outdoor recreation facilities are not amusement parks. This term excludes facilities in athletic departments of schools, facilities of professional sports teams, public parks and playgrounds, and amenity and community centers.

10.307.32.2 Permitted locations

- Outdoor recreation facilities are permitted by right in the REC district.
- Outdoor recreation facilities are considered subject to specific use permit review in the B-2 district.
- Outdoor recreation facilities are considered subject to specific use permit review in the T-3 and T-4 transect zones.

10.307.32.3 Conditions

- Improvements or activity areas must be located at least 100 ft. from the boundary of any residential zoning district or lodging establishment.
- Outdoor recreation facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:
 - Must be screened and buffered with masonry (stone, brick, decorative CMU, similar materials) walls to minimize their impact.
 - May operate only between 9:00 AM and 9:00 PM.
 - Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

10.307.33 Personal or business service shop

10.307.33.1 Definition

Personal or business service shop: shop primarily engaged in providing services generally involving care of a person's apparel or appearance, or rendering services to business establishments. Businesses

typical of personal and business service uses include dry cleaning retail outlets, photographic studios, beauty or barber shops, employment services (excluding day labor), dog grooming shops, and copy shops.

10.307.33.2 Permitted locations

- Personal or business service shops are permitted by right in the B-2 district.
 - Personal or business service shops are permitted by right in the T-4, T-5, OT-4T, OT-5H, OT-5C, and SD-A transect zones.
- Personal or business service shops are permitted with conditions in the B-1 district.

10.307.33.3 Conditions

- When adjacent to Single-Family Residential (SF-1), the following conditions must be met:
 - Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
 - Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.34 Print shop

10.307.34.1 Definition

Print shop: use where the principal business is duplicating and printing services using photocopy, blueprint or offset printing equipment, and may include the collating of booklets and reports.

10.307.34.2 Permitted locations

- Print shops are permitted by right in the B-1, B-2, LI, and I districts.
- Print shops are permitted by right in the T-4, T-5, OT-4T, OT-5H, OT-5C, and SD-A transect zones.

10.307.35 Restaurant, bar

10.307.35.1 Definitions

- *Restaurant:* establishment selling food and beverages to customers in a ready-to-consume state.
- *Bar:* establishment dispensing alcoholic beverages for on site consumption, where food service is secondary.

10.307.35.2 Permitted locations

- Restaurants and bars are permitted by right in the B-2 district and by specific use permit in the REC district.

- Restaurants and bars are permitted by right in the T-5 and OT-5C transect zones.
- Restaurants and bars are considered subject to specific use permit review in the T-4, OT-4T, and SD-A transect zones.
- If property in OT-5H fronts two arterial roadways, restaurants with drive-through are considered subject to minor modification.
- Restaurants and bars are permitted with conditions in the B-1 district.

10.307.35.3 Conditions

- Fermented malt beverages may be produced for consumption on the premises, and limited distribution off the premises, as an accessory use (brewpubs, picobreweries). Brewing capacity may be no more than 1500 gallons per week.
- When adjacent to Single-Family Residential (SF-1), the following conditions must be met:
 - Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
 - Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.36 Retail store

10.307.36.1 Definition

Retail store: establishment where at least 60% of the gross floor area is devoted to the sale or rental of goods or merchandise to the public for personal or household consumption or to services incidental to their sale or rental.

10.307.36.2 Permitted locations

- Retail stores no more than 5,000 sq. ft. are permitted by right in the B-2 district.
- Retail stores no more than 5,000 sq. ft. are permitted by right in the T-3, T-4, OT-4T, OT-5H, OT-5C, and SD-A transect zones.
- Retail stores greater than 5,000 sq. ft. are permitted by right in the B-2 district.
- Retail stores greater than 5,000 sq. ft. are permitted by right in the T-5, OT-5H, OT-5C, and SD-A transect zones.
- Retail stores greater than 5,000 sq. ft. are considered subject to specific use permit review in the B-1 district.
- Retail stores are permitted with conditions in the B-1 district.

10.307.36.3 Conditions

- When adjacent to Single-Family Residential (SF-1), the following conditions must be met:
 - Landscape Buffer

- Minimum of 25 feet of landscape buffer from adjacent residential; or
- Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
- Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance

10.307.37 Special services

10.307.37.1 Definition

- *Special services*: check-cashing and personal loan services, pawn shops, rent-to-own establishments as defined in Section 371.003 of the Texas Financial Code, as amended.

10.307.37.2 Permitted locations

Special service establishments are permitted by right in the LI and I districts.

10.307.38 Travel plaza, truck stop

10.307.38.1 Intent

Travel plazas serve an essential role in America's well developed transportation network. However, modern travel plazas are designed and operated in a way that is incompatible with Hutto's design regulations, desired character and long-term planning goals. Externalities generated by travel plazas cause major disruption to the area around them, even when carefully regulated and buffered. Towering high-rise pylon signs, an undesirable blight and an unwanted intrusion into a shared visual landscape, are trademarks of travel plazas. Bright lights mounted on tall poles illuminate acres of paved parking, with little or no landscaping, for idling "big rigs." The daily traffic and noise from hundreds of large trucks will be added to the already intense traffic on US 79 and other major arterials. Travel plazas also tend to attract mechanical commercial development that, when grouped together, can prevent the creation of a vibrant commercial district with a wide variety of uses.

With Hutto's geographical constraints, a truck stop would have a disproportionately large impact on the city, and therefore must still meet all required design standards as outlined in this Code.

10.307.38.2 Definition

Travel plaza or truck stop: use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel plaza or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other diversions intended primarily for use of truck crews and interregional travelers.

10.307.38.3 Permitted locations

Travel plazas and truck stops are permitted by specific use permit in the I district.

10.307.39 Vehicle auction facility**10.307.39.1 Intent**

Vehicle auction facilities are typically designed and operated in a way that is incompatible with the city's desired character and design goals. Devoting a large part of the city's commercial land to a business that does not cater to the public, with a site with a broad expanse of impervious parking with little or no landscaping or other amenities, creates a dynamic that can potentially ward off quality retail businesses, and deter from the creation of vibrant commercial districts. Vehicle auctions would have a disproportionately large impact on the city, compared to a larger community with fewer geographical constraints for expansion, and a larger supply of land ideal for commercial development.

10.307.39.2 Definition

Vehicle auction facility: use that auctions and/or sells motor vehicles primarily to vehicle dealers and brokers, and generally not to the public.

10.307.39.3 Permitted locations

Vehicle auction facilities are prohibited in all zoning districts.

10.307.40 Veterinary clinic**10.307.40.1 Definition**

Veterinary clinic: facility maintained by or for use of a licensed veterinarian in the diagnosis, treatment or prevention of diseases in dogs, cats or comparable companion animals, and associated functions such as physical therapy and rehabilitation for animals.

10.307.40.2 Permitted locations

- Veterinary clinics are permitted by right in the B-2 and LI districts.
 - Veterinary clinics are permitted by right in the SD-A transect zone.
- Veterinary clinics are permitted with conditions in the B-1 district.

10.307.40.3 Conditions

- Facilities of a veterinary clinic, including treatment rooms, cages, pens, kennels and exercise runs, must be maintained in a completely enclosed, soundproof building.
- Potentially offensive odors cannot be detectable off the site.
- Crematoria are prohibited accessory uses to veterinary clinics.
- When adjacent to Single-Family Residential (SF-1), the following conditions must be met:
 - Landscape Buffer
 - Minimum of 25 feet of landscape buffer from adjacent residential; or
 - Minimum of 15 feet of landscape buffer from adjacent residential and a 6-foot-tall masonry wall on the shared property line
 - Building Signage
 - All building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing that property is allowed.
 - Height
 - All building must be setback a minimum of 1 foot for each foot of building height from adjacent SF-1 properties.
 - Operating Hours
 - Hours are limited to 7am to 10pm, unless otherwise approved by specific use permit
 - Outdoor Lighting
 - All outdoor lighting must comply with the International Dark Skies Ordinance

10.308 Industrial uses

10.308.1 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.308.2 General industrial use

10.308.2.1 Definition

General industrial use: manufacturing activity that uses partially processed materials to produce finished items or parts with a moderate to relatively high value per unit weight. Examples of general industrial uses include the manufacture of motor and transit vehicles, manufacture of recreational vehicles and watercraft, manufacture of vehicle parts (excluding tires), manufacture of trailers, manufacture of modular and manufactured buildings, bottling plants, and breweries. General industrial uses do not include uses such as mining and extraction, petrochemical industries, rubber refining, primary metal or related industries. General industrial uses do not include light industrial or heavy industrial uses.

10.308.2.2 Permitted locations

General industrial uses are considered subject to specific use permit review in the I zoning district.

10.308.3 Heavy industrial use

10.308.3.1 Intent

Heavy industrial uses can create major disruption to the area around them, even when carefully regulated and buffered. Noise, odor, heavy vehicle traffic and/or unsightly conditions can be anticipated. Because of Hutto's geographical constraints, heavy industrial uses would have a disproportionately large impact on the city.

10.308.3.2 Definition

Heavy industrial use: use engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that may involve hazardous conditions. Heavy industry also includes work processes involving solvents, solid waste or sanitary waste transfer stations, recycling establishments, junkyards, and transport terminals (truck and rail terminals, container storage).

10.308.3.3 Permitted locations

Heavy industrial uses are prohibited in all zoning districts.

10.308.4 Junkyard

10.308.4.1 Intent

Junkyards, automobile recycling facilities, scrap yards, and similar uses can create major disruption to the area around them, even when carefully regulated and buffered. Dust, dirt, noise and unsightly conditions can be anticipated. Because of Hutto's geographical constraints, junkyards would have a disproportionately large impact on the city.

10.308.4.2 Definition

Junkyard: facility for display, storage, collection, processing, purchase, sale, salvage or disposal of used or scrap materials, equipment, appliances, junk vehicles or other personal property whether of value or valueless.

10.308.4.3 Permitted locations

Junkyards are prohibited in all zoning districts.

10.308.5 Light industrial use**10.308.5.1 Definition**

Light industrial use: manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales or distribution. Examples of light industrial uses include the manufacture of electronic instruments, preparation of food products, microbrewing, musical instruments, and pharmaceutical manufacturing. Light industrial uses do not include uses such as mining and extraction, petrochemical industries, rubber refining, motor vehicle and heavy equipment manufacturing, primary metal or related industries.

10.308.5.2 Permitted locations

- Light industrial uses are permitted by right in the LI and I districts.
- Light industrial uses are considered subject to specific use permit review in the SD-A transect zone.

10.308.6 Research laboratory**10.308.6.1 Definition**

Research laboratory: building or group of buildings where facilities for scientific research, investigation, testing or experimentation are placed, but not facilities for manufacture or sale of products except as incidental to the main purpose of the laboratory.

10.308.6.2 Permitted locations

- Research laboratories are permitted by right in the LI and I districts.
- Research laboratories are considered subject to specific use permit review in the T-5, OT-5C, and SD-A transect zones.

10.308.7 Self-storage facility**10.308.7.1 Definition**

Self-storage facility: facility where secured areas in a structure are rented to individuals for short-term storage of items (excluding vehicles) and other non-hazardous, non-perishable durable goods.

10.308.7.2 Permitted locations

- Self-storage facilities are permitted by right in the LI district.
- Self-storage facilities are considered subject to specific use permit review in the SD-A transect zone.

10.308.7.3 Conditions

- Uses not related to the short-term storage of household items and non-hazardous, non-perishable durable goods are prohibited at self-storage facilities. This includes automobile, boat, vehicle and heavy equipment storage; storage of hazardous items, perishable goods or animals; and use as a residence, office, workshop, studio, band rehearsal area or place of business.

- Electrical service to individual units must be for lighting and climate control only. Electrical outlets cannot be provided in individual units.
- One dwelling occupied by the owner or on-site manager and their household is permitted as an accessory use to a self-storage facility.
- Must not be used as a general warehouse facility.

10.308.8 Trade use

10.308.8.1 Definition

Trade use: business or occupation requiring specialized training in a manual or mechanical skill including, but not limited to, carpentry, plumbing, sheet metal, electrical, heating, ventilation and air conditioning, furniture upholstery and precision machinery. A trade use also includes small custom industry, where goods are produced or repaired by hand, using hand tools or small-scale equipment.

10.308.8.2 Permitted locations

- Trade uses are permitted by right in the LI and I districts.
- Trade uses are considered subject to specific use permit review in the SD-A transect zone.
- Certain trade uses may be considered subject to Development Services staff review in the B-1 and B-2 district. The incidental trade may occupy no more than 50% of the gross floor area of a retail use, and the objects produced must be sold in the same retail area. Permitted incidental trade uses include:
 - Furniture crafting and upholstery.
 - Production of wood items intended for household use.
 - Art studios using equipment normally associated with mechanical trades such as plastic molding, sheet metal work and welding.
 - Creation of arts and crafts.

10.308.9 Vehicle minor repair facility

10.308.9.1 Definition

Vehicle minor repair facility: facility where light vehicle maintenance activities such as engine tune-ups, lubrication, brake repair, air conditioning service, tire sales and installation, car washing, detailing, and polishing are conducted.

10.308.9.2 Permitted locations

- Vehicle minor repair is permitted by right in the B-2, LI and I districts, on parcels that are not next to residential zoning districts.
- Vehicle minor repair is considered subject to specific use permit review in the B-1 district, on parcels that are not next to residential zoning districts.
- Vehicle minor repair is considered subject to specific use permit review in the SD-A transect zone, on parcels that are not next to residential zoning districts.

10.308.9.3 Conditions

- Inoperable vehicles must be enclosed behind a six foot tall masonry (stone, brick, decorative CMU, similar materials) screening wall or kept in an enclosed building.
- Vehicle repair must be conducted indoors or inside the screening wall.

10.308.10 Vehicle major repair facility

10.308.10.1 Definition

Vehicle major repair establishment: facility where heavy maintenance activities such as engine overhauls, vehicle painting, body or fender work, and welding are conducted, without the sales of fuel.

10.308.10.2 Permitted locations

Vehicle major repair establishments are permitted by right in the LI and I districts.

10.308.10.3 Conditions

- Inoperable vehicles must be enclosed behind a six foot tall masonry (stone, brick, decorative CMU, similar materials) screening wall.
- Vehicle repair must be conducted indoors or inside the screening wall.

10.308.11 Vehicle storage facility

10.308.11.1 Definition

Vehicle storage facility: facility that may include secured indoor or outdoor areas, intended for short or long term storage of automobiles, light trucks, motorcycles, recreational vehicles, boats, camper trailers, commercial vehicles and commercial trailers; either in conjunction with a business not located on the site, or for compensation.

10.308.11.2 Permitted locations

Vehicle storage facilities are permitted by right in the LI and I districts.

10.308.11.3 Conditions

- Vehicle storage facilities cannot be used to store trucks and/or trailers weighing over 17,000 lbs., construction and heavy equipment, junk, vehicles the Code of Ordinances considers junked or abandoned, or parts.
- Vehicle storage facilities cannot be used for general auto sales or auto auctions, although the occasional sale of unclaimed vehicles is permitted.
- Outdoor storage areas at vehicle storage facilities must be screened in conformance to outdoor storage area fencing standards in Section 10.408.

10.308.12 Warehouse and distribution facility

10.308.12.1 Definition

Warehouse and distribution facility: use for storage, wholesale and distribution of manufactured products; including accessory offices or showrooms, and including incidental retail sales (no more than 10% of the building gross floor area) but excluding bulk storage of materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions; and where the products, supplies or equipment that are distributed from the facility are not used or consumed on the premises.

10.308.12.2 Permitted locations

- Warehouse and distribution facilities are permitted by right in the LI and I districts.
- Warehouse and distribution facilities are considered subject to specific use permit review in the SD-A transect zone.

10.309 Institutional and civic uses**10.309.1 Applicability**

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.309.2 Amenity center**10.309.2.1 Definition**

Amenity center: facility providing recreational and meeting facilities for exclusive use of the residents of the residential development or employees of the business or office complex where it is located. Amenity centers typically include swimming pools, hot tubs, saunas, workout rooms, meeting rooms, clothes washers and dryers, shared computers and fax machines, leasing and sales offices for the development where it is located, and similar amenities.

10.309.2.2 Permitted locations

- Amenity centers are permitted by right in all residential and commercial conventional zoning districts.
- Amenity centers are permitted by right in T-1, T-2, T-3, T-4, T-5, OT-4T, OT-5H, OT-5C, and SD-A.

10.309.2.3 Conditions

- Principal vehicular access in residential districts should be from a collector street.
- Principal vehicular access in business parks must be from an internal street.

10.309.3 Aquatic Facility**10.309.3.1 Permitted locations**

- Aquatic facilities are permitted by right in SF-R, SF-1, SF-2, MF, MH, B-1, B-2, LI, I, REC.
- Aquatic facilities are permitted by right in the T-1, T-2, T-3, T-4, and SD-A transect zones.
- Aquatic facilities are considered subject to specific use permit review in the T-5, and OT-5C transect zones.

10.309.4 Athletic Facility**10.309.4.1 Permitted locations**

- Athletic facilities are permitted by right in the B-1, B-2, LI, I, and REC district.
- Athletic facilities are permitted by right in the SD-A transect zone.
- Athletic facilities are considered subject to specific use permit review in the SF-R, SF-1, SF-2, MF, and MH districts.
- Athletic facilities are considered subject to specific use permit review in the T-1, T-2, T-3, T-4, and T-5 transect zones.

10.309.5 Cemetery**10.309.3.1 Definition**

Cemetery: parcel used for interring of dead humans or pets. A cemetery includes mausoleums, but not crematories or mortuaries.

10.309.3.2 Permitted locations

- Cemeteries may be considered subject to specific use permit review in the REC, SF-R and SF-1 districts.
- Cemeteries are prohibited on parcels occupied by residences.

10.309.6 Community facility**10.309.4.1 Definition**

Community facility: publicly owned facility or building primarily intended to serve the community's recreational, educational, cultural, administrative, and/or entertainment needs. Community facility uses

include police and fire stations, government administration buildings, community centers, pools, maintenance facilities, and related accessory uses.

10.309.4.2 Permitted locations

- Community facilities are permitted by right in the T-4, T-5, OT-4T, OT-5H, OT-5C, and SD-A transect zones.
- Community facilities are considered subject to specific use permit review in all conventional zoning districts.
- Community facilities are considered subject to specific use permit review in the T-1, T-2, and T-3 transect zones.

10.309.7 Golf course

10.309.5.1 Definition

Golf course: parcel configured for playing the game of golf, improved with tees, greens, fairways and hazards. It may also include a clubhouse with a restaurant and/or bar, practice area, driving range and other related accessory structures. A miniature golf course, intended for play only with putters, is not considered a golf course.

10.309.5.2 Permitted locations

- Golf courses are considered subject to specific use permit review in the REC, SF-R, SF-1, SF-2, MF, and MH districts.
- Golf courses are considered subject to specific use permit review in the T-2 transect zone.

10.309.8 Hospital

10.309.6.1 Definition

Hospital: building whose primary use is the inpatient diagnosis, treatment and/or care of human ailments or diseases.

10.309.6.2 Permitted locations

- Hospitals are permitted by right in the B-2 district.
- Hospitals are considered subject to specific use permit review in the SD-A transect zone.

10.309.9 Park

10.309.7.1 Definition

Park: parcel owned or operated by the city, county, state, homeowners association or not-for-profit organization, offering open space, athletic fields, gardens, playgrounds, trails and paths, and environmental interpretation facilities; for recreation, education and rest.

10.309.7.2 Permitted locations

Parks are permitted by right in all zoning districts and transect zones.

10.309.10 Park and ride lot (as principal use)

10.309.8.1 Definition

Park and ride lot: parking facility provided for users of a public transit facility located on the site.

10.309.8.2 Permitted locations

- Park and ride lots as the principal use of a parcel are considered subject to specific use permit review in the B-1, B-2 and LI districts.

- Park and ride lots as the principal use of a parcel are considered subject to specific use permit review in the SD-A transect zone.

10.309.11 Place of worship or assembly

10.309.9.1 Intent

Places of worship play a positive role in their host communities and must be planned carefully, to ensure they have the same positive impact on the city's built environment as they do on the spiritual development and quality of life of its citizens.

10.309.9.2 Definition

Place of worship or assembly: building with a hall, auditorium or other suitable rooms used for conducting religious or other services and related supporting activities such as religious classes and institutional administration. Places of worship or assembly include churches, synagogues, mosques, temples, mandirs, gurdwaras, meeting houses, and similar institutions, but not commercial endeavors or outreach operations such as coffee houses, movie theaters, rescue missions, homeless shelters, broadcast studios, and social service agencies.

Parochial schools are permitted per Section 10.309.13.

10.309.9.3 Permitted locations

- Places of worship or assembly are permitted by right in the B-1 and B-2 districts.
- Places of worship or assembly are permitted by right in all transect zones.
- Places of worship or assembly are considered subject to Development Services staff review in the SF-R, SF-1, SF-2, MF, MH, REC, I and LI districts.

10.309.9.4 Conditions

- Conditional review criteria for places of worship or assembly include the standard review criteria in Chapter 2 (Administration), and the following:
 - Traffic generation, parking and circulation, and the potential impact on surrounding areas.
 - Site design, landscaping, lighting, signage and other features.
 - Building size and scale, and compatibility with surrounding existing and future land uses.
 - Potential noise detectable at the property line.
 - Accessory uses, including parsonages, schools, day care, and offices for organizations directly related to the institution.
- Places of worship or assembly should have direct access from a collector or higher street.
- Social groups, activity groups, spiritual development groups and organizational committees related to a congregation may meet in a congregant's home without conditional approval. Likewise, small gatherings of people for ceremonies that could be described as the equivalent of a religious service do not require conditional approval.

10.309.12 Public utility substation

10.309.10.1 Definition

Public utility substation: facility used for collecting, processing or distributing a public utility commodity. This use includes electrical substations not in residential districts and high-tension power distribution lines, water tanks and pumps, telephone switching offices and exchanges, and similar uses; but not wireless service facilities, storage and equipment yards, and business offices.

10.309.10.2 Permitted locations

Public utility substations are considered subject to specific use permit review in all zoning districts and transect zones except electrical substations and high-tension power lines.

10.309.13 School**10.309.11.1 Definition**

School: public, private, or parochial facility, certified by a state agency, that provides a curriculum of elementary, secondary and higher academic instruction, including kindergartens, elementary schools, junior high schools, middle schools, high schools, colleges and universities. The term excludes home schooling of children by parents or tutors at their residence.

10.309.11.2 Permitted locations

- Schools with five students or less are permitted by right in the SF-1, SF-2, MF, MH, B1 and B-2 districts.
- Schools with five students or less are permitted by right in the T-3, T-4, OT-4T, OT-5H, OT-5C, and SD-A transect zones.
- Schools with six students or more are permitted by right in the OT-5C and SD-A transect zones.
- Schools with six students or more are considered subject to special review in the SF-1, SF-2, MF, MH, B1 and B-2 districts.
- Schools with six students or more are considered subject to special review in the T-3, T-4, OT-4T, and OT-5H transect zones.
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10.309.11.3 Conditions

Specific use permit review criteria for schools include the standard review criteria in Chapter 2 (Administration), and the following:

- Traffic generation, parking and circulation, and the potential impact on surrounding areas.
 - Building and site design, including architecture, landscaping, lighting, signage and other features.
 - Building size and scale, and compatibility with surrounding existing and future land uses.
 - Potential noise detectable at the property line.
 - Accessory uses, including stadiums and athletic fields.
- Schools should have direct access from a collector or higher street.

10.310 Temporary uses**10.310.1 Applicability**

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.310.2 Construction equipment storage lot**10.310.2.1 Definition**

Construction equipment storage lot: temporary use where vehicles, materials, equipment, sorted debris intended for recycling, and fill material accessory to a construction project is kept.

10.310.2.2 Permitted locations and duration

- Construction equipment storage lots are considered subject to specific use permit review in all zoning districts and transect zones.

- Construction equipment storage lots may be used for up to one year. The Development Services director may approve an extension of six months on a written request that details reasons for the requested extension.

10.310.2.3 Conditions

- Sites are used only for construction equipment used for a project on that parcel, an adjacent parcel, or other parcels in the same subdivision. For street construction projects, a construction equipment storage lot must be placed on a B-1, B-2 or LI zoned parcel next to the street.
- Sites cannot be used as a staging area for off-site construction activity.
- Equipment is removed when construction is complete.
- On-site disposal of waste or scrap materials is prohibited.
- Sites must be watered down as needed to prevent fugitive dust.
- Manufacturing activity, such as an asphalt hot-mix plant, concrete batch plant or rock crushing, are prohibited.
- Sites must be maintained in a neat, orderly fashion. Sorted debris to be recycled and fill must be covered to prevent fugitive dust and trash.
- Sites must be reclaimed as close to their original condition as possible in 30 days after construction is complete.

10.310.3 Construction field office

10.310.3.1 Definition

Construction field office: site and structure, usually a portable building, used for temporary offices related to construction activity.

10.310.3.2 Permitted locations and duration

- Construction field offices are permitted by right in all zoning districts, subject to site plan approval by Development Services staff. Construction field offices may be used during the associated construction project.
- Construction field offices are permitted by right in all transect zones.

10.310.3.3 Performance Standards

- Field offices may only be used for a project on that parcel, an adjacent parcel, or other parcels in the same subdivision. For street construction projects, a construction field office may be placed on B-1, B-2 and LI zoned parcels no more than 1000 ft. from the street.
- Field offices cannot have sleeping and/or cooking facilities.
- Field office sites must be maintained in a neat, orderly fashion.
- Field office structures must meet setback standards in the underlying zoning district.
- Field office sites must be reclaimed as close to their original condition as possible in 30 days after construction is complete, or a certificate of occupancy for the associated project is complete.

10.310.4 Garage sale

10.310.4.1 Definition

Garage sale: casual sale of used or secondhand items of personal property at a dwelling unit. The term also includes “yard sales,” “tag sales,” “porch sales,” “lawn sales,” “rummage sales,” “estate sales” or similar sales of tangible personal property at a dwelling unit.

10.310.4.2 Permitted locations and duration

- Garage sales are permitted by right on the site of occupied dwelling units in conventional zoning districts.
- Garage sales are permitted by right in the T-2, T-3, T-4, OT-3, OT-4R, and OT-4T transect zones.

- Garage sales may be up to three days long. A garage sale at an individual dwelling unit may only be held two times per year at the dwelling unit.
- Garage sales held by a block club, neighborhood organization, homeowners association or similar group may be held twice in a calendar year.

10.310.4.3 Conditions

Garage sales cannot create a disturbance or become a nuisance in the surrounding area.

10.310.5 Model home

10.310.5.1 Definition

Model home: dwelling built and used by a builder to show construction quality, floor plans, styles, and amenities that are available in other new homes or lots in the development they are located. A model home may have areas furnished with a desk, development plan, promotional materials, elevation renderings, material and color samples, and other items for sales purposes.

10.310.5.2 Permitted locations

- Model homes are permitted by right in the SF-R, SF-1, SF-2, MF and MH districts.
- Model homes are permitted by right in the T-2, T-3, T-4, OT-3, OT-4R, and OT-4T transect zones.

10.310.5.3 Conditions

- Model homes must be issued a temporary certificate of occupancy. The temporary certificate of occupancy will expire in one year, unless the approval condition still exists.
- If garage space was used as office space, it must be converted back into a garage for vehicle parking before a permanent certificate of occupancy is issued.
- Once all other homes the builder plans to build in a development are sold, the model home must be placed on the market and sold as a residence.
- Model homes may be used to market homes only in the development where they are placed.

10.310.6 Portable storage container

10.310.6.1 Definition

Portable storage container: container designed for temporary storage of personal property, usually delivered and/or removed by truck or trailer.

10.310.6.2 Permitted locations and duration

Portable storage containers are permitted by right in all districts and transect zones.

10.310.6.3 Conditions

- Portable storage container size must be no more than 16 ft. long, no more than 8 ft. high and no more than 8 ft. wide.
- Only one portable storage container may be on a property.
- Portable storage containers must be placed on a hard surfaced area, such as a driveway.
- Portable storage containers may be placed on a property for no more than 30 consecutive days and no more than 60 days in a calendar year, and only in conjunction with moving and relocation activity.
- Portable storage containers require a permit from the Development Services Department. A placard will be issued that prominently shows the date of placement and removal.

10.310.7 Temporary building**10.310.7.1 Definition**

Temporary building: building or structure intended to provide basic shelter from the elements, usually fabricated away from the site where it is located, designed for placement where there is no permanent foundation, and intended for removal after a short time.

10.310.7.2 Permitted locations and duration

- Temporary buildings are considered subject to specific use permit review in all districts and transect zones.
- Temporary buildings may be used for one year. After one year, the building must be removed or replaced with a permanent structure, or the specific use permit approval must be renewed for another year. Maximum duration of a temporary building is five years. A temporary building cannot be replaced with another temporary building.

10.310.7.3 Conditions

- Temporary buildings are subject to setback, site planning, landscaping and parking standards in the underlying zoning district or applicable to the use, and must meet all fire code requirements.
- Temporary buildings cannot be placed in front of a principal building.
- Temporary buildings providing classrooms for schools, places of worship and assembly, and similar institutions may be permitted only where those buildings are part of an approved site plan for future development of the site.
- Temporary building sites must be reclaimed as close to its original condition as possible in 30 days after temporary buildings are removed, if they are not replaced with a permanent structure.

10.311 Accessory uses

Sign standards are described in Chapter 4 (Site design standards).
Accessory building standards are described in Chapter 4 (Site design standards) for conventional zoning districts and Chapter 5 (Site design standards – FBC and OT districts).

10.311.1 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.311.2 Antenna: radio hobbyist**10.311.2.1 Definition**

Antenna, radio hobbyist: exterior transmitting or receiving device, and its supporting structure, used in telecommunications that radiates and captures radio signals on frequencies allotted by the Federal Communications Commission for amateur (ham) radio, Citizens Band (CB) and General Mobile Radio Service (GMRS) use; or captures radio signals as part of a hobby. The term does not apply to roof mounted whip antennas or simple wire antennas not supported by a dedicated antenna tower.

10.311.2.2 Permitted locations

- Radio hobbyist antenna towers below the maximum permitted height for a freestanding structure are permitted by right in all zoning districts and transect zones.

- Radio hobbyist antenna towers above the maximum permitted height for a freestanding structure are considered subject to specific use permit review in all zoning districts and transect zones.

10.311.2.3 Conditions

- Towers must be placed outside the front yard, outside of required setback areas.
- Towers must be set back a distance of at least 50% of its height from all property lines, and set back from other on- and off-site towers and supporting structures far enough so one tower does not strike another tower, support structure or overhead utilities if a tower or support structure fails.
- Antenna elements cannot overhang into required setbacks.
- Only one amateur radio antenna tower is permitted on a property. Where the main use is an amateur radio club, more than one tower is permitted if space and setbacks permit.
- Builders of radio hobbyist antennas must sign a hold harmless agreement, acknowledging the city is not responsible for enforcing covenants that restrict or prohibit amateur radio towers, and is not responsible for conflicts with covenants or property owner associations.
- Hobby radio operations must conform to FCC rules. Externalities resulting from illegal radio operation that affect neighboring properties are considered a zoning violation, and will also be reported to appropriate law enforcement and federal government agencies.

10.311.3 Antenna: non-residential use

10.311.3.1 Definition

Antenna, non-residential use: exterior transmitting or receiving device, and its supporting structure, used in telecommunications that radiates and captures radio signals used in the day-to-day operation of a non-residential use such as a business, government agency, or other organization. Non-residential antennas do not include wireless facilities, speculative towers leased to businesses and services located off-site, and broadcasting.

10.311.3.2 Permitted locations

- Non-residential antennas, no more than 15 ft. above the roofline of the dominant structure on a site, are permitted by right in the REC, B-1, B-2, LI, and I districts, subject to Development Services staff review and approval.
- Non-residential antennas, no more than 15 ft. above the roofline of the dominant structure on a site, are permitted by right in the SD-A transect zone, subject to Development Services staff review and approval.
- Non-residential antennas from 15 ft. above the roofline of the dominant structure to 100 ft. tall, or 15 ft. above the surrounding tree canopy, are considered subject to specific use permit review in the REC, B-1, B-2 and LI districts.
- Non-residential antennas from 15 ft. above the roofline of the dominant structure to 100 ft. tall, or 15 ft. above the surrounding tree canopy, are considered subject to specific use permit review in the SD-A transect zone.

10.311.3.3 Conditions

- Towers must be placed outside the front yard, and outside of required setback areas.
- Towers must be set back a distance of at least 50% of its height from all property lines, and set back from other on- and off-site towers and supporting structures far enough so one tower does not strike another tower, support structure or overhead utilities if a tower or support structure fails.
- Towers must be self-supporting. Towers cannot be supported with guy wires.
- Antenna elements cannot overhang into required setbacks.

10.311.4 Donation box

10.311.4.1 Definition

Donation box: container or structure located outside of an enclosed building, used for collection of charitable or for-profit donated items.

10.311.4.2 Permitted locations

- Donation boxes are considered subject to specific use permit review in the B-1, B-2 and LI districts. Specific use permit approval applies for two years.
- Donation boxes are considered subject to specific use permit review in the SD-A transect zone. Specific use permit approval applies for two years.
- After two years, the donation drop-off box must be removed, or the specific use permit approval renewed.

10.311.4.3 Conditions

- One donation box may be placed on a property.
- Donation boxes cannot obstruct pedestrian or vehicular circulation, nor be located in public rights-of-way, required building setbacks, landscape areas, areas in front of the primary building on the site, drive aisles, required parking spaces, fire lanes, loading zones, or other unsafe location.
- Donation boxes may have a capacity of no more than 6 cubic yards (162 cu. ft.), and a height of no more than 6.5 ft.
- Donation boxes must be painted or coated in a color that is compatible with the context of its setting. Bright primary, fluorescent or contrasting colors are prohibited.
- Donation boxes must be clearly marked with:
 - The specific items and materials requested for donation;
 - The name of the operator or owners of the donation container;
 - A local telephone number where the owner, operator or agent of the owner or operator may be reached at any time, and;
 - A notice stating that no items or materials may be left outside of the box.
 - Donated items must be collected and stored in the box. Donated items cannot be left outside of boxes. Donations not fully enclosed in a donation box are considered a zoning violation and public nuisance, with the donations and box subject to removal by the city at the owner's expense.

10.311.5 Drive-through facility**10.311.5.1 Definition**

Drive-through facility: element of a business where goods or services are passed through exterior windows or mechanical devices to patrons in queued motor vehicles.

10.311.5.2 Permitted locations

- Drive-through facilities are permitted by right as an accessory use for commercial uses in the B-2 district.
- Drive-through facilities are considered subject to specific use permit review as an accessory use for commercial uses in the B-1 district.
- Drive-through facilities are considered subject to specific use permit review as an accessory use for commercial uses in the SD-A transect zone.

10.311.5.3 Conditions

Drive-through facilities must be greater than 100 ft. from a residential zoning district.

Design standards for drive-through facilities in B-1 and B-2 zoning districts are addressed throughout Chapter 4 (Site design standards).

- Screening and residential adjacency: Section 10.403.7.2.
- Building perimeter wall spacing from driveway surfaces: Section 10.404.4.7.
- Curb cut and ramp location: Section 10.405.4.2.
- Stacking/queuing lanes – drive-through aisles (length, width, location): Section 10.405.7.
- Architectural integration into main structure: Section 10.406.6.5.4.

Design standards for drive-through in SD-A can be found in Section 10.503.

10.311.6 Home occupation

10.311.6.1 Definition

Home occupation: business activity conducted in a dwelling unit, subordinate to the residential use of the dwelling unit. Home occupations do not necessarily include businesses conducted in designated live-work residences.

10.311.6.2 Permitted locations

10.311.6.2.1 Permitted by right in all residential districts. Permitted by right in the T-2, T-3, T-4, OT-3, OT-4R, and OT-4T transect zones.

Home occupations permitted by right are limited to uses that are primarily office oriented, where the residential character of the home is unchanged. Types of businesses and professions typical of home occupations include, but are not limited to: art studio; home office for telecommuting; food catering; professional office; office for insurance or real estate sales; computer consulting and desktop publishing; tutoring; music instruction; limited mail order and Internet sales; counseling, and no more than one sales party per month.

10.311.6.2.2 Prohibited uses

Uses that could potentially alter the residential character of the surrounding neighborhood, and uses with a pronounced tendency to grow to where the residential character of a dwelling is compromised, are prohibited as home occupations. Types of businesses and professions typical of those prohibited for home occupations include, but are not limited to: barber and beauty services, machine shop; medical, dental or veterinary office; massage therapy (on-site); vehicle repair or body work; vehicle sales, vehicle storage; vehicle restoration; private schools with scheduled or organized classes; retail sales; restaurant; welding; undertaking; and boarding houses.

10.311.6.3 Conditions

10.311.6.3.1 Area and location

- Home occupations can occupy no more than 200 sq. ft. or no more than 10% of a dwelling floor area. Occasional meetings can exceed the floor area standards.
- Home occupations are prohibited in accessory buildings. Occupied accessory dwelling units are exempted.

10.311.6.3.2 Employees

Employees of home occupations are limited to people living in the dwelling.

10.311.6.3.3 External effects

- Noise, vibration, odor, glare, smoke, and other external effects cannot be detectable off-site.
- Changes to the residence exterior that detract from the residential character of the neighborhood are prohibited.

- Outdoor storage of goods and materials are prohibited.

10.311.6.3.4 *Parking and traffic*

- Parking must be off-street, except for occasional meetings.
- Traffic cannot exceed that typical of a residential neighborhood.
- Truck pick-up and delivery is prohibited, except occasional service by parcel carriers serving residential customers in the area.

10.311.6.3.5 *Sales*

Only incidental sales of services and products are permitted. Sales between the proprietor and the public at the residence are prohibited, excluding occasional sales parties (one per month maximum).

10.311.6.3.6 *Signage and advertising*

Signage identifying the home occupation is prohibited.

10.311.6.3.7 *Vehicles*

- Heavy equipment and commercial vehicles cannot be stored on residential properties.

10.311.6.3.8 *Visitation*

- Home occupations can have no more than 4 business-related visitations a day. Monthly sales parties are exempted.
- Visitations are restricted to the hours between 6:00 AM and 9:00 PM only.
- Small items for repair cannot be dropped off or picked up.
- Advertising must not publicize the address, which could attract people to the home and harm the residential character of the surrounding area.

10.311.7 Residential accessory structure

10.311.7.1 Definition

Residential accessory structure: structure such as a shed, carport or garage that is detached from and incidental to a residential host structure. This term excludes accessory dwelling units.

10.311.7.2 Permitted locations

Residential accessory structures are permitted as an accessory use to a residential use in all districts and transect zones.

10.311.7.3 Conditions

- Residential accessory structures cannot be the primary structure on a lot.
- Accessory structures cannot have separate electrical meters or kitchen facilities.
- Accessory structures at least 200 sq. ft. must be designed so they are architecturally integrated with the host structure through building materials, architectural elements, color, roof pitch and roofing materials.
- Pre-engineered metal buildings, metal carports, shipping containers and structures based on containers cannot be used as accessory structures.

Placement and bulk standards for accessory structures are in Chapter 4 (Site design standards).

10.311.8 Satellite dish

10.311.8.1 Definition

Satellite dish: earth station antenna at least 2 ft. in diameter, used for satellite communication services.

10.311.8.2 Permitted locations

- Satellite dishes no more than 6 ft. tall, and no more than 10 ft. in diameter, used for audio and video reception and high-speed Internet access at residences, or day-to-day operation of a business or service on the property, are permitted by right in all districts and transect zones.
- Satellite dishes at least 6 ft. tall or at least 10 ft. in diameter, used in day-to-day operation of a business or service on the property, are permitted by right in the B-2 and LI districts.

10.311.8.3 Conditions

- Satellite dishes must be placed outside of the front yard, and behind the front of the house or main building, at least 10 ft. from interior and rear property lines.
- Structural bases of satellite dishes must be screened from public view and from adjoining properties by walls, fences, buildings, and/or landscape at least 6 ft. high.
- Wires and cables connected to the dish or supporting structures must be placed underground, except fires and cables flush with the surface of a building or the dish structure.
- Satellite dishes cannot have advertising or highly reflective surfaces that are visible from adjacent properties or the public right-of-way.

These standards do not apply to small (no more than 2 ft. in diameter) DBS (Dish Network, DirecTV), satellite internet, and similar dishes.

10.311.9 Swimming pool

10.311.9.1 Definition

Swimming pool: manmade water body designed for swimming and bathing. The term excludes wading pools (no more than 30 in. deep), spas and hot tubs, or pool sales.

10.311.9.2 Permitted locations

- Swimming pools are permitted as an accessory use in the REC, SF-R, SF-1, SF-2, MF, MH, B-1, and B-2 districts, and are permitted by special use permit in the LI district.
- Swimming pools are permitted by right as an accessory use in all transect zones.

10.311.9.3 Conditions

Swimming pool areas must be enclosed by a screen or a fence 4 ft. - 6 ft. tall. Gates leading to the pool area from the street or adjacent properties must be self-latching to prevent uncontrolled access.

Pool placement and fence design standards are in Chapter 4 (Site design standards).

10.311.10 Vending machine

10.311.10.1 Definition

Vending machine: machine with a footprint of at least 4 sq. ft. located outside of an enclosed building, which dispenses products stored in the machine by insertion of cash, credit or debit card, tokens or similar objects. Newspaper boxes are not considered vending machines.

10.311.10.2 Permitted locations

- Vending machines are permitted by right in the B-1, B-2, LI, I, and REC districts.
- Vending machines are permitted by right in the T-5, OT-5C, and SD-A transect zones.
- Vending machines located inside an enclosed building are not regulated by this section.

10.311.10.3 Conditions

- One vending machine per 5,000 sq. ft. of host structure GFA is permitted on a site, with a maximum of ten

- vending machines for a property.
- Vending machines cannot obstruct pedestrian or vehicular circulation, or be located in public rights-of-way, required building setbacks, landscape areas, areas in front of the primary building on the site, drive aisles, required parking spaces, fire lanes, loading zones, or other locations that may be unsafe or create a condition detrimental to surrounding land uses and developments.
- Vending machines must be at least 100 ft. from residential zoning districts. Vending machines on sites next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments cannot have audible alerts or messages, and must be positioned so illuminated parts face away from residential and lodging uses.
- Illumination and electronic displays for a vending machine must be static, with no animation or intermittent lighting, intentional or not.

10.311.11 Wireless facility

Those most likely to refer to wireless facility are zoning and leasing consultants and RF engineers representing wireless service providers. Most other land use standards are not germane to their site selection process. For ease of reference and reproduction, the design criteria for wireless facilities are included here instead of the use specific design rules in Section 10.411.

10.311.11.1 Intent

To accommodate wireless communication needs of Hutto residents, businesses and visitors, while protecting the city's public health, safety, general welfare and visual environment, these standards for wireless facilities are established to:

- Enhance the ability to provide wireless services to city residents, businesses and visitors.
- Protect the city's environmental resources and visual environment from the potential adverse visual effects of wireless facility development, through careful design and siting standards.
- Reduce the number of towers needed to provide communications services, by requiring placement of new facilities on existing structures wherever possible, and requiring co-location of wireless providers on existing and new towers.
- Use performance standards and incentives to promote the location of wireless facilities on concealed structures and existing buildings and towers.

10.311.11.2 Definitions

- Wireless facility:** equipment, physical plant and area of the property and/or building used to provide wireless services, including cables and wires, conduits, pedestals, antennas, towers, concealed structures, electronic devices, equipment buildings and cabinets, landscaping, fencing and screening, and parking areas. Also known as a cellular tower, cell site, or CMRS facility.
- Wireless facility, attached:** wireless facility incorporating an antenna mounted on an existing building, silo, smokestack, water tower, utility or power pole, or support structure other than an antenna tower.
- Wireless facility, concealed:** wireless facility incorporating an antenna with a support structure that screens or camouflages the presence of antennas and/or towers from public view, in a way appropriate to the site's context and surrounding environment. Examples of concealed antennas include manmade trees, clock towers, flagpoles, light structures, steeples, and similar objects.

10.311.11.3 Permitted locations

10.311.11.3.1 Attached facilities

Attached wireless facilities are permitted or considered as follows:

- Wireless equipment attached to or mounted on an existing building or structure (or later similar replacement structure) is permitted by right in the REC, B-1, B-2, LI, and I districts, subject to design review and approval by Development Services staff.

- Wireless equipment attached to or mounted on an existing building or structure (or later similar replacement structure) is permitted by right in the OT-5C and SD-A transect zones, subject to design review and approval by Development Services staff.
- Wireless equipment attached to or mounted on an existing building or structure (or substantially similar replacement structure) is considered subject to specific use permit review in the SF-R, SF-1, SF-2, MF and MH districts.
- Wireless equipment attached to or mounted on an existing building or structure (or substantially similar replacement structure) is considered subject to specific use permit review in the T-1, T-2, T-3, T-4, T-5, OT-3, OT-4R, OT-4T, and OT-5H transect zones.
- Wireless equipment on residential buildings with less than four dwelling units is prohibited.

10.311.11.3.2 *Concealed freestanding facilities*

Concealed facilities are permitted or considered as follows:

- Concealed facilities no more than 40 ft. high are permitted by right, subject to design review and approval by Development Services staff, in the B-1, B-2, LI, I and REC districts.
- Concealed facilities no more than 40 ft. high are permitted by right, subject to design review and approval by Development Services staff, in the T-5, OT-5C, and SD-A transect zones.
- Concealed facilities no more than 40 ft. high at schools, places of worship, amenity centers, community facilities and other sites not primarily occupied by residential uses are considered subject to specific use permit review in the SF-R, SF-1, SF-2, MF and MH districts.
- Concealed facilities no more than 40 ft. high at schools, places of worship, amenity centers, community facilities and other sites not primarily occupied by residential uses are considered subject to specific use permit review in the T-1, T-2, T-3, T-4, OT-3, OT-4R, OT-4T, and OT-5H transect zones.

10.311.11.3.3 *Freestanding facilities*

Freestanding wireless facilities are permitted as follows:

- Freestanding wireless facilities are considered subject to specific use permit review in the B-2, LI, I and REC districts.
- Freestanding wireless facilities are considered subject to specific use permit review in the SD-A transect zone.
- Towers 35 ft. - 100 ft. tall must be separated from existing towers by at least 2,500 ft. Towers greater than 100 ft. tall must be separated from existing towers by at least 3,500 ft.

10.311.11.4 Conditions: preferred facility types

Order of preference for new permanent wireless facilities, from most preferred to least preferred, is:

- Co-location on existing tower or broadcast antenna towers (if not technically possible, then);
- Attached antennas (if not technically possible, then);
- Concealed/stealth antennas

Freestanding antenna structures that are not concealed or “stealthed” are permitted only when no other viable options are available for the free standing facility.

10.311.11.5 Conditions: co-location

10.311.11.5.1 *Cooperation*

- Wireless providers must cooperate in good faith to achieve collocation of wireless facilities and equipment with other wireless providers.

- Wireless providers cannot act to exclude other providers from co-locating on the same building, structure or location when co-location is structurally, technically and otherwise possible.

10.311.11.5.2 *Provisions for co-location at new facilities*

Freestanding wireless antenna support structures and facilities at least 35 ft. tall must be designed to accommodate two or more carriers.

10.311.11.6 Conditions: design

10.311.11.6.1 *Setbacks*

- Freestanding wireless antenna towers must be set back a minimum distance of three times the tower height from limited access highways and major and minor arterials. Otherwise, freestanding wireless antenna towers must be set back a distance equal to or more than the structure height from property lines.
- Ground mounted equipment setback standards are the same as for buildings in the underlying zoning district.

10.311.11.6.2 *Facility design*

- Wireless facilities must be consistent with the surrounding built environment (planned or existing) considering exterior materials, roof form, scale, mass, color, texture and character. Facilities must also be compatible with the surrounding natural environment considering landforms, topography, and other natural features.
- If a facility is an accessory use to an existing use, the facility must be constructed from materials equal to or better than the materials of the principal use.

10.311.11.6.3 *Attached antenna design*

- Building mounted antennae must be mounted flush as possible to the host structure, without projecting above the parapet.
- Roof mounted antennae may be no more than 10 ft. over the building height, and may exceed the maximum building height requirement in the underlying zoning district. Roof mounted antennae must be placed as close to the center of the roof as possible.
- Building and roof mounted antennae and supporting structures must be placed, painted and/or screened to be architecturally and visually compatible with the host structure, and integrated into the architectural details of the building as much as possible.

10.311.11.6.4 *Freestanding antenna design*

- Wireless towers, structures and equipment must be painted or coated with muted earth colors that provide camouflage and blend with the surrounding built and natural environment.
- Guyed towers are prohibited.

10.311.11.6.5 *Equipment building and cabinet design*

- Equipment buildings and screening walls must be compatible with the surrounding built environment, considering exterior materials, roof form, scale, mass, color, texture and character.
- Equipment buildings and screening walls must be constructed with materials that are equal to or better than the materials of the principal use.
- Equipment cabinets must be placed, painted and/or screened to be architecturally and visually compatible with the surrounding built and natural environment.

10.311.11.6.6 *Screening and landscaping*

- Screening and landscaping appropriate to the context of the site and in harmony with the character of the surrounding environment is required when part of a facility is visible from a public right-of-way or adjacent properties.
- Acceptable fencing materials include stone, brick, and decorative CMU. Chain link, wooden and precast fencing is prohibited. Berms may be used for screening.
- Landscaping must form a dense cluster at the base of the facility or screening wall. Trees spaced 30 ft. apart must be planted along the street of facilities that front on a public street.

10.311.11.6.7 *Lighting*

- Antenna structures cannot be artificially lighted unless required by the FAA or other state or federal agency.
- Beacons must be used instead of strobe lights if aviation-related safety lighting is required.
- Security lighting may be mounted no more than 20 ft. high, and must be directed towards the ground to reduce light pollution, prevent offsite light spillage, and avoid illuminating the tower.

10.311.11.6.8 *Noise*

Equipment cannot generate noise that may be heard beyond the site. Exceptions are generators used in emergencies where the regular power supply for a facility is temporarily interrupted, air conditioners, and noise made during regular maintenance.

10.311.11.7 Conditions: abandonment

- Wireless facilities are considered abandoned if they are unused by all providers at the facility for 180 consecutive days.
- Development Services staff may request documentation about tower or antenna usage from the facility owner.
- When abandoned, the facility owner must reuse the facility in 90 days, transfer the facility to another owner who will reuse it, or dismantle and remove the facility.

If the facility remains 90 days after abandonment, the city may remove it at the facility and/or property owner's expense. If the facility is removed, city approval of the facility will expire.

10.311.11.8 Conditions: information disclosure

- Wireless providers must meet with Development Services staff at their request to give information about the proposed system design. Information will not be recorded and is treated as a confidential trade secret.
- Development Services staff may share non-confidential information with other interested parties seeking to place wireless facilities in the city, to promote co-location and co-development of facilities.

10.312 General performance standards

10.312.1 General

Permitted uses must conform in operation, location, and construction to general performance standards and use-specific performance standards. Standards in this section supplement related local (Code of Ordinances), state and federal standards.

10.312.2 Applicability

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	No

10.312.3 Electrical and radio frequency disturbance

Uses cannot create electrical or radio frequency disturbance that adversely affects the operation of electrical and electronic equipment in the vicinity.

10.312.4 Flammable and explosive materials**10.312.4.1 Manufacture and storage of explosive materials**

- Uses involving manufacture or storage of compounds or products that decompose by detonation are prohibited.
- Chlorates, nitrates, perchlorates, phosphorus, and similar substances and compounds in small quantities for use by industry, school laboratories, pharmacists or wholesalers may be permitted when approved by the Williamson County Emergency Services District #3 / Hutto Fire Rescue.

10.312.4.2 Storage of flammable materials

Storage and use of flammable liquids and materials such as pyroxylin plastics, nitrocellulose film, solvents, and petroleum products are permitted only when the storage or use conforms to Williamson County Emergency Services District #3 / Hutto Fire Rescue standards.

10.312.5 Hazardous and waste materials

Storage, use and handling of hazardous substances (as defined by the National Fire Protection Association Guide or successor publication) and/or waste, or the storage and disposal of solid, liquid, gaseous and/or sanitary waste, is prohibited.

10.312.6 Lighting and glare**10.312.6.1 Outdoor lighting**

Outdoor lighting must conform to lighting design standards in Section 10.409.

10.312.6.2 Glare

Uses cannot produce intense glare or direct illumination across the bounding property line. Glare or light cannot be so intense that it creates a nuisance or detracts from the use and enjoyment of nearby properties.

10.312.7 Noise

Noise nuisances shall be governed per the City of Hutto Code of Ordinances Chapter 14, Division 2, Article 14.03 Noise.

10.312.8 Odor

10.312.8.1 Offensive and unhealthy odors

Uses generating odors of an intensity and character detrimental to the health, safety, welfare or comfort of the public must be removed, stopped, or modified to remove the odor. The odors must be reasonably prevented when perceptible at the property line.

10.312.8.2 Restaurants and food service

Cooking odor must be removed to the maximum extent possible using best available ventilation technology.

10.312.9 Outdoor storage and display**10.312.9.1 General items and equipment**

General outdoor storage of equipment, machinery, building materials, shipping containers, pallets and similar materials is permitted only in the LI district, and must be screened in conformance to fence design standards in Section 10.408.5

10.312.9.2 General outdoor storage areas

Areas used for general outdoor storage as an accessory use to a commercial or industrial use must be screened in conformance to fence design standards in Section 10.408.5.

10.312.9.3 Junk

Outdoor storage of junk is prohibited.

10.312.9.4 Off-site storage

Outdoor storage and display of items not related to a business on the property is permitted only in the LI district, screened in conformance to fence design standards in Section 10.408.5.

10.312.9.5 Recreational vehicles and boat storage

- Storage areas for resident-owned recreational vehicles and boats may be designated in residential developments either during the initial review of the development, or later considered subject to specific use permit review. Storage areas must be owned and maintained by a homeowners association.
- Otherwise, off-site storage of recreational vehicles and boats is permitted only in the LI district on a parcel approved for vehicle storage use in Section 10.308.11.

10.312.9.6 Trash enclosures

Storage areas, solid waste dumpsters, trash compactors and large items for solid waste pick-up must be screened in conformance to architecture and fence design standards in Chapter 4 (Site design standards).

Trash enclosure design standards are detailed in Chapter 4 (Site design standards).

10.312.9.7 Vehicles for sale

- Outdoor display of vehicles for sale or rent, at sites approved for that use, must conform to the following standards.
- Vehicles cannot be displayed or stored in the public right-of-way, private access roads or drive aisles.
- Vehicles cannot be displayed or stored in landscape areas or buffers.
- Vehicles cannot be displayed or stored on elevated pads, ramps, or similar structures.
- Only automobiles, vans, light trucks, and sport utility vehicles with a gross vehicle weight of <7,500 pounds intended for sale or rental to the general consumer market may be parked in the row closest to the public right-of-way. Vehicles in the parking row closest to the public right-of-

way cannot display attention-getting displays and devices normally not found on vehicles owned by the general public.

- Inventory parking cannot cause the amount of parking available for customers, employees and general loading to decrease below the minimum amount required by Section 10.405.9.
- Inventory must be screened from adjacent residential properties in conformance to fence design standards in Section 10.408. Inventory cannot be visible above the peak of the wall when viewed by a person of normal height standing on the ground of adjacent properties.

10.312.9.8 Vehicles to be repaired

- Vehicles storage for repair is permitted only on parcels approved for minor and major vehicle repair businesses.
- Vehicles stored for repair, and related parts, must be placed in an area inside the building envelope, screened in conformance to fence design standards in Section 10.408.
- Vehicles and parts cannot be visible above the peak of the wall when viewed by a person of normal height standing on the ground of adjacent properties or the closest rights-of-way.
- Vehicles and parts must be set back at least 20 ft. from adjacent residential properties.
- Ten or less wrecked or inoperable vehicles may be stored outdoors at a major vehicle repair businesses, for active restoration projects or customer repair work. Wrecked or inoperable vehicles must be stored inside screened areas per Section 10.408.

10.312.9.9 Other products for sale

- Outdoor sales of items not described above must conform to the following standards.
- Outdoor display of items normally produced or sold in the principal structure on the property is permitted during business hours only.
- Inventory cannot be displayed between the principal structure and the public right-of-way, except an area 10 ft. of the front of the building and 20 ft. on both sides of the entrance. Exceptions are landscaping materials, nursery stock, sidewalk sales and street fairs, farmer's markets, Christmas tree sales, and garage sales.
- Inventory cannot be displayed or stored in landscape areas or buffers; in the public right-of-way or on private access roads; or on elevated pads, ramps and similar structures.
- Inventory must be screened from adjacent residential properties in conformance to fence design standards in Section 10.408. Inventory cannot be visible above the peak of the wall when viewed by a person of normal height standing on the ground of adjacent properties.
- Inventory must be set back at least 20 ft. from adjacent residential properties.

10.312.9.10 Large items

Large items must be presented and stored in a way that minimizes their visual impact. Extending vertical elements of man lifts, cranes, truck mounted cement pumps and similar equipment must be kept lowered. Large items may be subject to specific use permit review.

10.312.9.11 Excepted uses

Screening standards do not apply to working farm equipment used on an operating farm, or construction equipment, vehicles, building materials and field offices for use on the property while a building permit is in effect for construction.

Fences and wall design standards are detailed in Section 10.408.

10.312.10 Smoke and particulate matter

10.312.10.1 Air pollution

Uses cannot discharge across the lot lines fly ash, dust, smoke, vapors, noxious, toxic or corrosive matter, or other air pollutants in a concentration that is detrimental to health, animals, vegetation or

property, or conflicts with public air quality standards as set by the Texas Commission on Environmental Quality and Texas Open Burning Act.

10.312.10.2 Fugitive dust

Uses generating fugitive dust and particulate matter must be conducted so dust and particulates are not transported across the bounding property line in concentrations of four grains per 1000 cu. ft. of air or more.

10.312.10.3 Gases

Uses cannot emit gas that is injurious or destructive, harmful to person or property, or explosive.

10.312.11 Traffic impact

Development Services or Public Works staff may require a traffic study for proposals for development projected to generate at least 100 peak hour vehicle trips. When a traffic impact study is required, the type and scope of the study will be decided during a pre-application meeting with Development Services and Public Works staff. Representatives from other agencies and departments may also be involved.

10.312.12 Toxic and noxious matter

Maximum concentration of toxic or noxious matter across a bounding property line is 10% of the threshold limit for an industrial worker as determined by state or federal standards, whichever is stricter.

10.312.13 Vibration

Uses cannot generate earth borne vibration limits at the bounding property line that would be detectable without the aid of instruments.

Regular City Council
AGENDA ITEM
10.C.



To: City Council
Subject: Consideration and possible action on the second and final reading of an ordinance approving the Planned Unit Development (PUD) zoning ordinance for the Durango Farms Planned Unit Development (PUD), 105.2 acres, more or less, of land, located on FM 1660 North. (Ashley Lumpkin)
Meeting: Regular City Council - 17 Oct 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Description:

Durango Farms is approximately 105.2 acres of land located with the majority (approximately 95 acres) located along the western end of FM 1660 N, just south of Limmer Loop. The property abuts Old Town on the southern end. A small portion (approximately 10 acres), on the east side of FM 1660 N.

The portion on the west side of FM 1660 N contains a mix of single-family, multi-family, a private park and commercial. The portion on the east side FM 1660 N contains a mix of commercial and multi-family.

Owner: Jerry Roznovak

Applicant: Bob Wunsch

Current Zoning: ETJ (Development Agreement In Lieu of Annexation)

Proposed Zoning: Planned Unit Development (PUD)

Surrounding Zoning and Land Uses:

- North - Vacant ETJ Land
- East - SF-1 and PUD (Single-Family and North Town Commons PUD)
- South - Old Town Single-Family Residential
- West - SF-1 (Single-Family Residential)

Summary of Request:

The proposed Planned Unit Development would provide a mixed use development along FM 1660 N, creating a cohesive single-family residential development, a needed multi-family apartment complex and a neighborhood commercial development.

Staff Review:

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project more appropriate and desirable than what would result from strict application of the UDC.

Development standards are required for a parcel that would be developed as a PUD. Staff has reviewed the proposed PUD amendments against the required criteria.

1. ***The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.***

The proposed PUD is consistent with the desired flexibility guidelines similar to many of the existing PUDs, and yet provides additional guidelines and regulations to continue the patterns and growth within the District. The proposed PUD gives the commercial area of the development more flexibility in design, and the residential area more ability to provide a diverse housing stock, along with allowing an apartment complex to help provide more housing options for residents.

2. ***The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.***

The uses within the proposed PUD are suitable land uses given the surrounding development and location of the properties. The entire PUD does not adversely affect the land or City of Hutto.

3. ***The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.***

The proposed PUD will provide for some open space with a private HOA maintained park, while also paying in to the park fund to allow the Parks Department to improve some existing parkland.

4. ***The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development of the site.***

This proposed PUD provides clear and concise standards for an intense, dense development, with active open space and design guidelines to provide a cohesive, pedestrian-oriented commercial district, on one side and a cohesive residential development on the other side.

5. ***The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.***

The proposed development includes guidelines for increased street connectivity and overall site guidelines that are designed to minimize hazards while promoting a sense of community. The new standards will not negatively affect the health, safety, and general welfare of the community.

6. ***The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.***

The proposed PUD does not affect the existing plats for the development. The development will meet Code standards.

7. ***The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.***

The proposed PUD does not affect the existing infrastructure plans for the development. The development will meet Code standards.

8. ***PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.***

The proposed PUD does not allow for non-compatible development within the community. New construction must conform to the design guidelines already approved with the existing PUD Development Plan and Development Agreement.

Staff Recommendation:

Staff finds that the proposed PUD for Durango Farms meets the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC.

RECOMMENDATION:

Staff recommends that the City Council approve the second and final reading of the ordinance.

ATTACHMENTS:

[DurangoFarmsPUD\(Ord\)\(Complete\)](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR 105.2 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS THE DURANGO FARMS PLANNED UNIT DEVELOPMENT (PUD) BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the property described in **Exhibit "A"** being hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 3rd day of September, 2019, and;

WHEREAS, on the 19th day of September, 2019, after proper notification, the City Council held a public hearing on the requested amendment, and;

WHEREAS, the City Council determines that the zoning ordinance amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION I.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

- 1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
- 2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and
- 3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
- 4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and
- 5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and

- 6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and
- 7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
- 8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in **Exhibit "A"**, attached hereto and incorporated herein shall be, and is hereafter changed from SF-1 (Single Family Residential) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the Durango Farms Planned Unit Development (PUD), this includes the Development Plan described in **Exhibit "B"** attached hereto and incorporated herein.

SECTION II. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION III. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION IV. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION V. Open Meeting Clause

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and **APPROVED** on first reading on this the **19th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **17th** day of **October, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

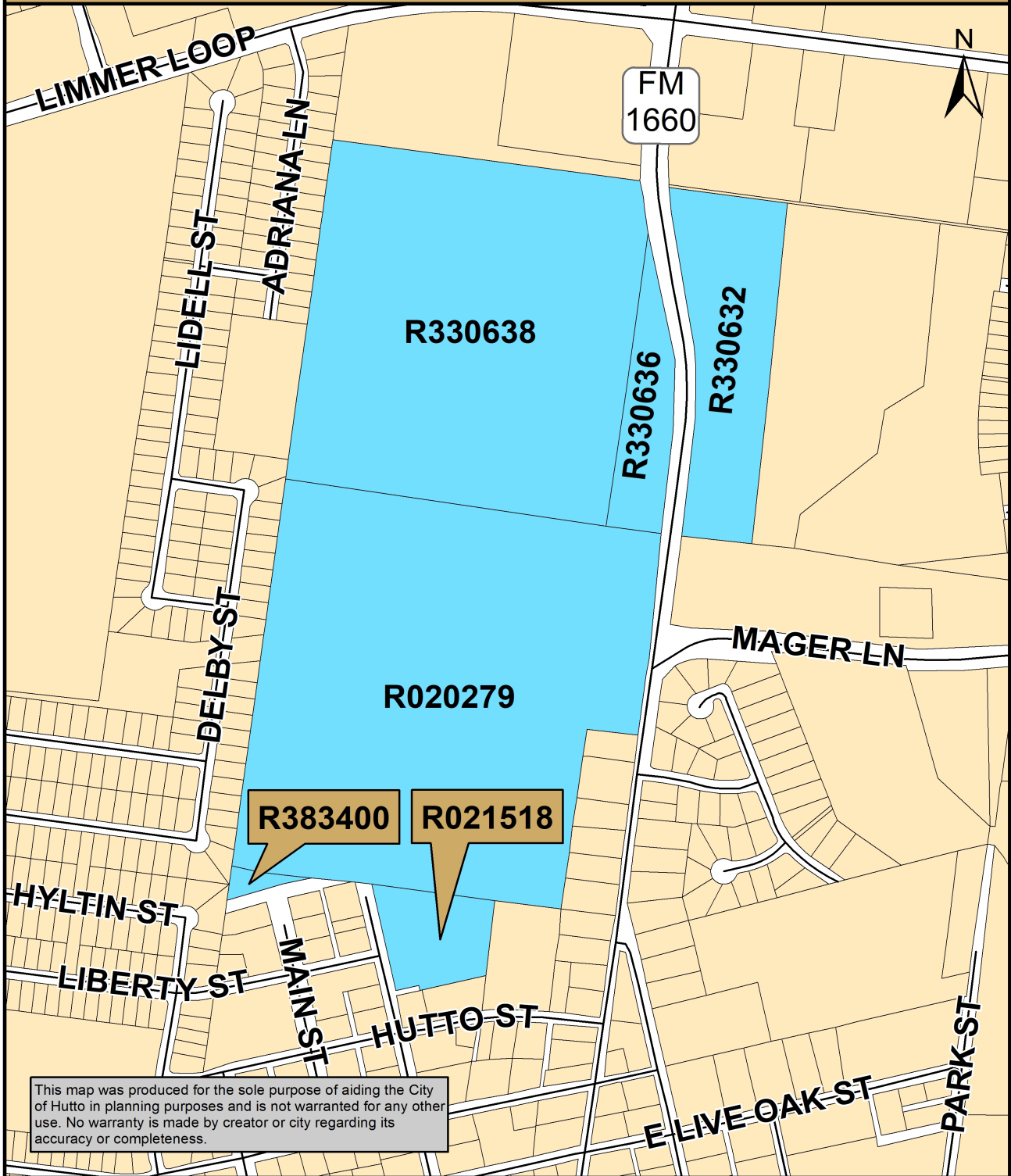
THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Lacie Hale, City Secretary

Roznovak Subdivision



Map Document: (K:\SITE LOCATION MAPS\2019 Site

Location Maps\Old_Town\Roznovak_Subdivision.mxd)

7/29/2019 -- 10:21:53 AM

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“EXHIBIT _”

DESCRIPTION OF 95.047 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF CAPITOL STREET, A 50-FOOT RIGHT-OF-WAY AS SHOWN ON THE HUTTO AND METCALFE ADDITION SUBDIVISION PLAT OF RECORD IN BOOK 66, PAGE 148, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON THE REVISED MAP OF CITY OF HUTTO OF RECORD IN CABINET A, SLIDE 221, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 95.047 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped “RJ Survey” (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,
2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,
4. S 07°51'42" W, a distance of 790.50 feet to a ¾-inch iron rod found at an angle point, and
5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped “RJ Survey” found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped “RPLS 1433” found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped “RJ Survey” found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped “RPLS 1433” found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Cunningham of record in Volume 1954,

Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles E. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, said Hutto and Metcalfe Addition, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 298.64 feet to a ½-inch iron rod found in the east line of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 3, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein,

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 3, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 3, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the south line of the tract described herein, a distance of 63.90 feet to a calculated point for the northwest terminus of said East Street and the northeast corner of Lot 5, Block 8, said Hutto and Metcalfe Addition, from which a ¾-inch iron pipe found bears N 63°55'34" W, a distance of 0.36 feet;

THENCE N 82°21'12" W, continuing with the south line of the said 96.99 acre tract and the north line of said Lot 5, Block 8, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 16.46 feet to a calculated point for the southeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, for an angle point in the south line of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of Block 9, said Hutto and Metcalfe Addition, bears N 82°21'12" W, a distance of 139.80 feet;

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

95.047 Acres
Page 3 of 3

THENCE S 76°41'29" W, leaving the south line of the said 96.99 acre tract, with the north line of Lots 5-6, Block 8 and Lots 4 and 2, Block 12, said Hutto and Metcalfe Addition, with the south right-of-way line of said Capitol Street, a distance of 500.29 feet to a calculated point in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at the northwest corner of said Lot 2, Block 12, and the southwest terminus of said Capitol Street, same being the northwest corner of a certain tract of land designated as Second Tract and conveyed in the warranty deed to Curtis L. Peterson of record in Volume 535, Page 51, Deed Records of Williamson County, Texas, for the westerly southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found in the west line of said Lot 2, Block 12, Hutto and Metcalfe Addition, at the southeast corner of said Lot 4, Block F, Hutto Square Section 1, and the northeast corner of Lot 3, Block F, said Hutto Square Section 1, bears S 07°42'05" W, a distance of 85.29 feet;

THENCE N 07°42'05" E, with the west terminus of said Capitol Street and the east line of said Lot 4, Block F, Hutto Square Section 1, with the west line of the tract described herein, a distance of 53.56 feet to a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found at the northwest terminus of said Capitol Street, being a southwest corner of the said 96.99 acre tract, for a point-on-line in the west line of the tract described herein, from which said ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of said Block 9, Hutto and Metcalfe Addition, bears N 76°41'29" E, a distance of 350.53 feet;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, and with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,
2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,
3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and
4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 95.047 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 30th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696

TBPE Firm No. 16384 | TBPLS Firm No. 10194101

“EXHIBIT —”

DESCRIPTION OF 10.554 ACRES OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 11.10 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.554 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with a plastic cap stamped “RJ Survey” (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of a certain called 96.99 acre tract designated as Tract One and described in said deed to Jerry E. Roznovak and wife, Hilda Roznovak of record in Volume 443, Page 472, Deed Records of Williamson County, Texas, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, and the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, from which a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138 and 139, Plat Records of Williamson County, Texas, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract bears N 82°15'43" W, a distance of 1,222.52 feet;

THENCE S 82°15'43" E, crossing the said F.M. 1660 right-of-way, a distance of 97.80 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set in the east right-of-way line of said F.M. 1660, in the north line of the said 11.10 acre tract, at the northeast corner of the said 3.722 acre tract and the southeast corner of a certain called 1.529 acre tract described in the deed to the State of Texas of record in Volume 476, Page 603, Deed Records of Williamson County, Texas, in the south line of a certain called 135 acre tract described in the deed to Janet Lynn Barnard, Trustee for the Janet Lynn Barnard Family 1984 Trust of record in Volume 1126, Page 800, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 65.234 acre tract conveyed to CMSAL-2 L.L.C. of record in Document No. 2011084930, Official Public Records of Williamson County, Texas, and described in Document No. 1999014821, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found in the east right-of-way line of said F.M. 1660, in the east line of the said 1.529 acre tract, and the west line of a certain called 28.449 acre tract described in the deed to North Town Commons, LLC of record in Document No. 2007062953, Official Public Records of Williamson County, Texas, bears N 03°15'10" W, a distance of 192.32 feet, and from which a ½-inch iron rod found bears N 02°00'51" W, a distance of 10.60 feet;

THENCE S 82°15'43" E, with the north line of the said 11.10 acre tract and the south line of the said 135 acre tract, with the south line of the said 65.234 acre tract, with the north line of the tract described herein, a distance of 498.95 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for the northeast corner of the said 11.10 acre tract, at a re-entrant corner of the said 135 acre tract, in the south line of the said 65.234 acre tract, for the northeast corner of the tract described herein;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 135 acre tract, with the east line of the tract described herein, at a distance of 9.91 feet, passing a ½-inch iron rod with a plastic cap stamped “PAPE DAWSON” found, and continuing for a total distance of 17.36 feet to a calculated point for a southeast corner of the tract described herein, from which a ½-inch iron rod found bears N 74°00'05" E, a distance of 0.23 feet;

THENCE leaving the west line of the said 135 acre tract, crossing the said 11.10 acre tract, with a south, east, and north line of the tract described herein, the following three (3) courses and distances:

1. N 82°21'59" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner,
2. S 07°38'01" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner, and
3. S 82°21'59" E, a distance of 50.00 feet to a calculated point in the east line of the said 11.10 acre tract and west line of a certain called 72.025 acre tract described in the deed to Mager Meadows, LP of record in Document No. 2004018146, Official Public Records of Williamson County, Texas, for a northeast corner of the tract described herein, from which a ½-inch iron rod found bears S 61°01'59" E, a distance of 0.33 feet;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 72.025 acre tract, with the east line of the tract described herein, a distance of 1,292.44 feet to a ½-inch iron rod found in the north line of a certain called

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres
Page 2 of 2

9.862 acre tract described in the deed to Herbert L. Prewitt and wife, Connie E. Prewitt of record in Volume 876, Page 655, Deed Records of Williamson County, Texas, at the southwest corner of the said 72.025 acre tract and the southeast corner of the said 11.10 acre tract, for the southeast corner of the tract described herein;

THENCE N 82°26'32" W, with the south line of the said 11.10 acre tract and the north line of the said 9.862 acre tract, with the south line of the tract described herein, at a distance of 2.07 feet, passing a concrete monument found 0.12 feet north of the line, and continuing for a total distance of 285.57 feet to a 5/8-inch iron rod found in the east right-of-way line of said F.M. 1660, and the south line of the said 11.10 acre tract, at a southeast corner of the said 3.722 acre tract and the northeast corner of a certain called 0.311 acre tract described in the deed to the State of Texas of record in Volume 476, Page 612, Deed Records of Williamson County, Texas, at the northwest corner of the said 9.862 acre tract, for the southwest corner of the tract described herein;

THENCE crossing the said 11.10 acre tract, with the east right-of-way line of said F.M. 1660, with the east line of the said 3.722 acre tract, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°21'46" E, a distance of 421.34 feet to a destroyed Texas Department of Transportation (TXDOT) Type-I concrete right-of-way monument found at an angle point,
2. N 07°33'54" E, a distance of 324.41 feet to a destroyed Texas Department of Transportation (TXDOT) Type-I concrete right-of-way monument found at an angle point,
3. N 13°27'20" W, a distance of 513.66 feet to a destroyed Texas Department of Transportation (TXDOT) Type-I concrete right-of-way monument found at an angle point, and
4. N 03°15'10" W, a distance of 138.59 feet to the **POINT OF BEGINNING** and containing 10.554 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



Durango Farms

**City of Hutto, Texas
Planned Unit Development (PUD)**

**Exhibit A
Development Plan**

October 10, 2019

Applicant:

**Jerry Wayne and Nadine Carole Roznovak Johnson
FM 1660
Hutto, Tx 78634**

Applicant Representative:

**MA Partners
15443 Knoll Trail Road
Suite 130
Dallas, Texas 75248**

Prepared by:

**SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, TX 78727**

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1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the “Durango Farms District” Planned Unit Development Ordinance and may be cited as “Durango Farms” PUD.

1.2 Purpose and Intent

The purpose of this Plan is to ensure a PUD that creates a mixed use development that is: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

1.3 Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC “Unified Development Code of the City of Hutto, Texas” (“UDC”) in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the UDC.

1.4 Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

1.5 Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Development Services Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to (a) roadway and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than ten percent (10%) in the size of any section or phase shown on the Concept Plan, shall be considered “Minor Modifications” over which the City’s Development Services Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Development Services Director has final review and decision-making authority.

All other changes to the Concept Plan that are not Minor Modifications shall be considered “Major Modifications.” Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner’s expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

Minor Modifications to the Concept Plan allowed by this Development Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Concept Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.6 Definitions

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD

The purpose of the Plan is to provide a mixed-use development including retail, multi family and single family residential uses. **Exhibit C**, illustrates the location of the Plan area and the proposed land use blocks.

For the purpose of addressing any development regulation not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for the following uses:

Single Family: SF-1

Townhouse: SF-2

Multi Family: MF

Non Residential: B-1

Permitted uses within the boundaries of the PUD are as listed in the below land use table:

PERMITTED USES

Use	Conditions
<u>Residential</u>	
Multifamily	
Dwelling: Single Household Attached Townhouse	1
Single Family residential	3
Single Family village	3
Single Family zero lotline	3
<u>Non-Residential</u>	
Hotel	2
Library	
Community Service	
Government Facilities	
Park	
Amenity/Recreation Center	
Restaurant/Bar	
Food Catering (accessory or secondary to restaurant or bakery)	
Live/Work Units	
Office: Professional	
Office: Medical	
Veterinary Clinic	
Personal and business service shop	

Print Shop	
Retail Sales and Service (other than the uses listed below)	
Bakery	
Bank	
Convenience Store	

Use-Non Residential	Conditional Use
Day Care: Child (1-6 children)	
Day Care: Child (greater than 6 children)	
School: no more than 5 students	
School: at least 6 students	
Public Utility Substation	
Bed and Breakfast	
Bus Stops	

Temporary Uses

Temporary uses	
Construction equipment storage lot	
Construction field office	
Portable storage container	
Temporary building	

Accessory Uses

Accessory uses	
Antenna, non residential use: other	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

Conditions of Use

- (1) Townhouse
 - (a) Development standards not addressed in this Plan shall comply with the SF-2 zoning district of the Code, as amended.

- (b) Parking: A minimum of 2 parking spaces are required per unit. At least one (1) of the required spaces must be garage enclosed.
- (c) Units shall be oriented to the street or public green and be elevated a minimum of 18 inches from the adjacent sidewalk.
- (d) Garages shall be oriented towards an alley at the rear of the unit and the rear setback shall be measured from the edge of the alley.

(2) Hotel

- (a) Hotel use up to 60 feet in height is limited to Parcel 6, as illustrated on the Land Use Plan, Exhibit C.

(3) Single Family Residential

- (a) Proposed Durango Farms single family lots that are adjacent to existing Old Town residences must face onto East Street and Main Street.

2.2 Use Descriptions and Standards

Unless otherwise modified within this PUD, refer to the UDC for definitions of uses and standards for residential uses, commercial and retail uses, industrial uses, institutional and civic uses, temporary uses and accessory uses.

Prohibited Uses

Uses not listed in the “Permitted Use” table in section 2.1 shall be deemed prohibited unless determined to be appropriate under the conditions outlined for “New and Undefined Uses”.

New and Undefined Uses

As commerce and technology evolve, new types of land uses will develop and forms of land use not anticipated may seek locations in the Durango Farms PUD. To provide for contingencies, the Development Services Director will consider the appropriateness of an undefined use within the PUD area. Approval criteria include:

- Impacts of the use, including externalities and use of public services and infrastructure,
- The use is similar in nature and impact to a use listed and defined as a permitted use in the PUD.
- The use is consistent with the intent of the PUD district.
- The use conforms to the intent of the PUD, UDC and applicable plans
- The interpretation does not lower the protection given to the public by the PUD and UDC.
- The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and residential areas.

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area

	Single Family SF-1	Multi family MF-1	Townhome SF-2	Commercial/ retail/office/ B-1
Lot area (min)	4,000 sq. ft.(e)	20,000 sq. ft.	2,000 sq. ft.	20,000 sq. ft
Lot width at building line (min)	40 ft. (e)	100 ft.	20 ft.	100 ft.
Front yard setback	15 ft./20 ft (a)	25 ft.	15/20 ft. (a)	20 ft.
Side yard (min)	0/5 ft. (b)	10 ft.	0 ft. for common walls or 5 ft. (b)	0 ft. for common walls or 10 ft. (b)
Rear yard (min)	10 ft.	25 ft.	10 ft.	25 ft.
Side and rear yard for accessory building (min)	5 ft.	Same as main Building (c)	Same as main building (c)	Same as main building (c)
Spacing between buildings (min)		20 ft.	10 ft.	10 ft.
Building height (min/max)	35 ft.	3 story max	35 ft.	35 ft./60 ft. (f)
Building height, accessory (max)	15 ft.	15 ft.	15 ft.	15 ft.
Lot Coverage	(d)	80% (d)	80% (d)	95% (d)
Sidewalks (min width along local streets)	4 ft.	8 ft.	4 ft.	8 ft.

(a) Front setback may be 15 feet for alley loaded homes. Front setback shall be a minimum of 20 feet for front loaded homes.

(b) Side setback of 0 feet is allowed only for internal attached buildings with a common wall or for zero lotline single family homes.

(c) Accessory buildings are not permitted between the front building line of the primary building and the public right of way.

(d) The buildable density on a lot shall be governed by the height, setback and lot coverage requirements only.

(e) Lots less than 50 feet in width or less than 5,000 s.f. will be served by a rear alley.

(f) 60 foot height is limited to Parcel 6 of the Land Use Plan, Exhibit C

3.1.2 Setback encroachment exceptions

Type of structure or use	Residential uses	Non-residential uses
Air conditioning equipment	Any part of the side and rear yard. Must be screened from view	n/a
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL	
Awnings / Galleries	No more than 3 ft. into front, side or rear setback; may hang over easements	8 feet of vertical clearance required.
Bay windows, entry vestibules, overhanging eaves	No more than 3 ft. into any setback	
Ramps and other access devices required by the ADA	Any yard on the site as long as they do not impede pedestrian flow	
Retaining walls	Any yard on the site	

3.1.3 Buffer yards

3.1.3.1 Landscape buffer yard shall be provided along the eastern boundary of the PUD along FM 1660.

- 20 ft. from FM 1660 right-of-way
- Landscape for the buffer yard shall be planted per the requirements of Section 3.4.2 of this PUD.

3.1.4 Screening

3.1.4.1 Loading area screening

Off-street loading areas must be fully screened from view from public streets and open spaces. Wing walls, landscape screens, changes in building orientation and/or other architectural elements must be used to buffer loading docks. Loading docks shall be located no more than 100 ft. from a single family residential use or lodging establishment.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD must be located at least 25 ft. from

a residential use. Dumpsters must be screened from public streets and pedestrian gathering areas with masonry walls and enclosure gates that are compatible with the architectural theme of the adjacent building(s).

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.3 Parking lot screening

Parking lots that are visible from a public street must be screened from the adjacent street and walkway by a minimum 6 foot wide landscape area. Three and a half foot tall screen wall, shrubs, trees or a combination of the above may be placed in the 6 foot landscape screening area.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.4 Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.

Solar panels are exempt from mechanical equipment screening standards.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.5 Utility equipment screening

Electric meters, switch boxes, panels, conduit and related utility equipment must be placed in the most inconspicuous location possible. Where allowed by utility provider, paint all utility equipment to match adjacent building or landscape, or provide landscape screening in compliance with the UDC.

Utility equipment located in an area that may be frequently seen by the general public must be screened with a wing wall architecturally integrated into the host structure or painted to match the primary building color.

3.2 Site Design Standards

3.2.1 Water Bodies and Retention Areas

3.2.1.1 Shape/Slope

Permanent wet retention ponds visible from a street or other public area must be designed to appear natural by having curvilinear edge treatments.

Retention basins must be designed with at least 5:1 side slopes to 2 ft. below the normal water line.

3.2.1.2 Landscaping Areas

- Landscape islands of at least 162 sq. ft. must be placed at both ends of a parking row.
- Parking rows cannot extend for greater than 10 spaces without an interrupting landscape island of at least 162 sq. ft.
- A 10 ft. landscape median shall be provided between every other parking bay, unless space constraints exist and it is not physically possible to comply and still create a functioning parking lot. The planning director shall have authority to approve modifications on a case by case basis.

3.2.2 Parking and Loading Space Bulk Standards

3.2.2.1 Parking space dimensions

Parking spaces must have the following minimum dimensions:

- Standard parking space (perpendicular or angled to the aisle): 9 ft. x 18 ft.
- Compact parking space: 7.5 ft x 16.5 ft.
- Standard parking space (parallel to the aisle): 8 ft. x 23 ft.
- Handicapped parking space: 9 ft. x 18 ft., plus a clear 5 ft. x 18 ft. loading area to the side. Two handicapped spaces may share one

loading area.

- Motorcycle space: 4.5 ft. x 9 ft.
- Off-street loading space: 12 ft. x 25 ft.
- Bicycle space: a stationary object where a user can secure both wheels and the frame of the bicycle with a 6 ft. cable and lock. The stationary object may be a freestanding bicycle rack, a wall-mounted bracket, an enclosed bicycle locker, a three point bicycle rack or a fenced, covered, locked or guarded bicycle storage area.

3.2.3 Parking Requirements

3.2.3.1 Required parking spaces

Uses shall provide the amount of parking that is necessary to meet anticipated normal demand. Up to 15% of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The minimum number of required parking spaces for a use is as follows:

Commercial use classification	Required specs (minimum)	Maximum Spaces
Multi-tenant retail buildings;	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Restaurant	1 per 150 sq. ft. GFA	1 per 75 sq. ft. GFA
Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, instructional facility, personal and business service shop, print shop, retail store	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Child day care facility	1 per employee + 3	1 per employee + 6
Townhouse	2 spaces	N/A
Multi Family	1 space per unit + .5 per bedroom	N/A
Single Family	2 spaces per unit	N/A

3.2.3.2 Bicycle parking

One or more bicycle parking spaces must be provided for every 20 vehicle parking spaces required as a minimum for non-residential uses.

3.2.3.3 Space computation and fractions

Fractional results will be rounded up when computing the number of required parking spaces.

3.3 Architectural Standards

3.3.1 Design Guidelines

Building design within the Durango Farms PUD shall comply with the architectural design criteria outlined in the City of Hutto Unified Development Code (UDC) in place at the time of approval of this PUD.

In addition to the requirements of the City UDC, the Owner will establish an Architectural Review Committee for the project in order to maintain a comprehensive and complementary architectural style throughout the PUD area. The Owner shall establish an Architectural Review Committee (ARC) composed of an architect, landscape architect, one City of Hutto staff member, and the Owner.

The ARC shall establish design guidelines to specify the architectural style, materials and colors to be used, in addition to building and site orientation. For each project, items such as architectural elevations, material sample boards and color samples shall be submitted to the ARC for their review and approval. An approval letter from the ARC shall be submitted with the corresponding applications to the City for site development and building permits. The approval of the ARC shall not take the place of any and all required submittals to the City, County or other governmental agency as necessary to receive regulatory approvals.

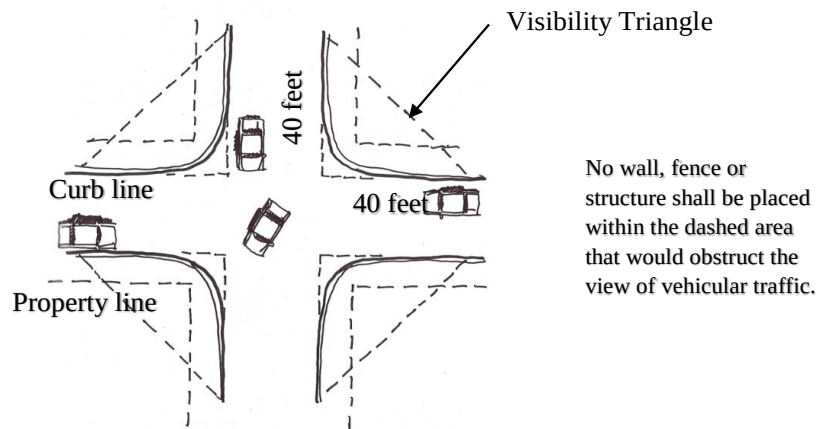
Refer to Exhibit D for Covenants, Conditions and Restrictions (CCRs) that will apply to the Durango Farms PUD.

3.4 Landscaping

3.4.1 General Standards

3.4.1.1 Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.



3.4.1.2 Utilities

Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

3.4.2 Required Landscaping:

3.4.2.1 Landscaping areas

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer FM 1660	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Street frontage along internal, public streets – “Street Trees”	1 per 40 ft. of street frontage unless interruption is needed for utility conflict	Optional	Optional
Rear yard trees on lots wrapping the perimeter of the project.	Min. of 1 tree per lot in the back yard		
Street frontage along East Street where lots back to East Street	1 per 40 ft. of street frontage unless interruption is needed for utility or signage conflict		
Parking lots: landscape islands in rows and at row ends	1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows	Optional	2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility.
Parking lots: landscape buffers between parking lot and public street or pedestrian area.	1 per 40 ft. of linear landscape area	1 per 30 ft. of linear landscape area	1 per 5 ft. of linear landscape area
Interior Parking: 10 ft. landscape median between every other parking bay	1 per 60 ft of linear landscape area	1 per 25 ft of landscape area	
Dumpster Screening (*does not apply when the enclosure is an architectural extension of a principal building)		1 on each of the three sides of the enclosure, except the side where the gate is located.	1 per 4 linear ft of wall constructed
Ground Mounted Equipment			1 per 3 ft of linear landscape around boundary, except the side where access is located.
Medians	1 per 50 ft. of linear median	Optional	Optional
Other areas (retention and detention basins, open space, etc.)	1 per 2,500 sq. ft. of landscape area	1 per 5,000 sq. ft. of landscape area	2 per 1,000 sq.ft. of landscape buffer

3.4.3 Tree and shrub size

Native tall trees must have a caliper of at least 3 in. and 10-12 ft. ht.
Native small trees must have a caliper of at least 1.5 in. and 8-10 ft. ht.
Planted shrubs must have a minimum 3-gallon container or be at least 18 in. tall.

3.4.4 Street Trees

- (1) Planted a maximum of 40' on center except when an interruption is needed for a utility or desired view into a park or open space.
- (2) Trees shall be located a minimum of ten feet (10') from a building.
- (3) Located within a minimum six-foot (6') wide planting strip or within an 6'x6' tree grate.
- (4) Sized at a minimum of three (3") caliper;
- (5) All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
- (6) The following tree species are recommended for Street Trees. The same species shall be used along a contiguous street frontage for a visual consistency.

<u>Common Name</u>	<u>Scientific Name</u>
Carolina Cherry Laurel	<i>Prunus caroliniana</i>
Chinquapin Oak	<i>Quercus muehlenbergii</i>
Texas Red Oak	<i>Quercus buckleyi</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Live Oak	<i>Quercus virginiana</i>
Mexican Sycamore	<i>Platanus mexicana</i>

3.4.5 Materials, maintenance and replacement

3.4.5.1 Plant materials

Plant choice must be based on the Central Texas ecological setting and site microclimate conditions.

3.4.5.1.1 Maintenance

Trees and vegetation, irrigation systems, fences, walls and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition, including cedar privacy fencing, walls or other screening fencing within the community. Landscaping must be maintained free from disease, pests, weeds and litter.

A master community association will be established for the maintenance of landscape and irrigation areas located between the roadways and the building lines for internal projects as well as for all community signage, walls, medians, common open spaces, greenbelts, parks and detention areas. Sub associations may be formed for individual tracts as defined on **Exhibit C** of the PUD.

3.4.5.1.2 License Agreement

A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced street lights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls

The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

3.4.6 Irrigation

3.4.6.1 Automatic irrigation required

All plants on newly developed parcels must be irrigated with underground or drip irrigation.

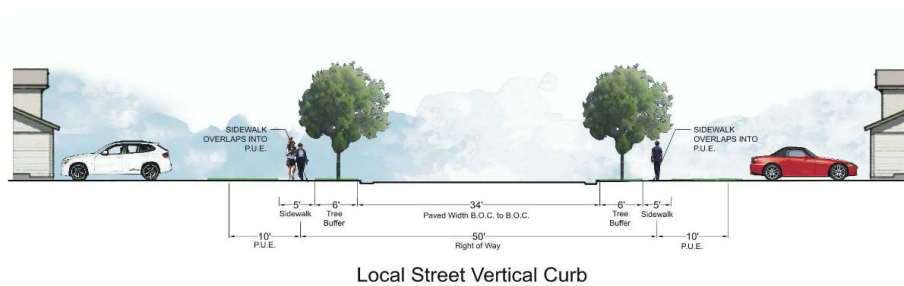
3.5 Streets

3.5.1 Street Alignment

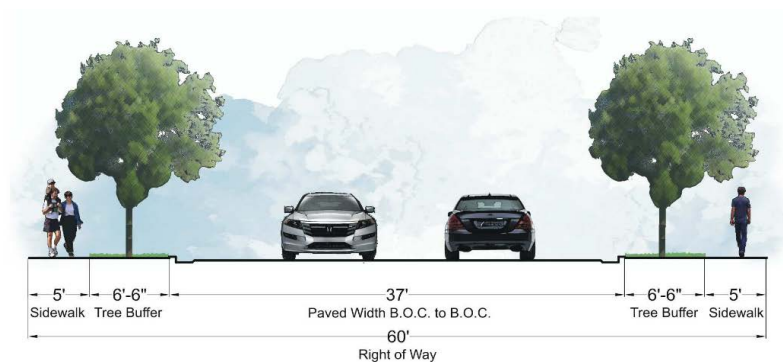
The precise alignment of the streets included in the Plan may be varied with City approval. **Exhibit C** illustrates the primary circulation pattern and the below street designations describe the planned streets within the PUD boundary.

3.5.2 Street Cross Sections

Local Street: 50 foot right of way. 33 feet of pavement face of curb to face of curb. 5 foot sidewalks on each side. Sidewalks may extend into the adjacent public utility easement.



Collector Roadway: 60 foot right of way. 36 feet of pavement face of curb to face of curb. 5 foot sidewalks on each side.



3.5.3 Alleys

An alley (residential or commercial) is a public street designed to provide access to the rear or side of a lot including garage access, solid waste access, fire access and utility easements.

- Alleys may be required in non-residential areas where it is necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles or similar reasons consistent with the intent of this PUD.
- Alleys may not access arterial streets.
- All alleys shall have at least two direct access points to public streets
- Alleys shall be 20 feet of right of way with 14 feet of pavement

3.5.4 Construction Traffic

In order to minimize disturbance to the Old Town District, no construction heavy truck traffic shall be allowed to access the property from the south, via East Street or Main Street. Heavy construction vehicles will be allowed to access the property from FM 1660 and Mager Lane.

3.6 Common Open Space / Parkland

3.6.1 Common Open Space

The Durango Farms PUD Parkland requirements shall be satisfied by a fee in lieu of payment for parkland contribution. The fee for parkland shall be calculated as \$300 per single family unit and \$175 per multi family unit.

The parkland fee in lieu calculation summary shall be provided with the preliminary plat. Payment of the parkland fee in lieu shall be provided prior to the recordation of a final plat for the number of units within said final plat.

In addition to the fee in lieu of parkland, an internal private park will be improved and will include but not be limited to the following amenities: picnic pavilion, playground, sport court, trails, open play field and off street parking.

No other fees or improvements shall be required beyond those outlined in this PUD.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Property Owner's Association (POA). The POA will adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

3.7 Walls and Fencing

3.7.1 Required walls

The following fence and wall types are required:

Required fence Area/purpose	Height		Acceptable types/materials
Dumpster and utility area	6 ft. – 8 ft.		Masonry (stone, brick, similar materials)
	Must include the same materials, finishes and detailing as the host structure. Gates must be visually and structurally solid; must be metal. Dumpsters and compacters cannot be unscreened unless they are used for a construction or demolition project on the site.		
Utility substation or facility	6 ft. – 12 ft. or sufficient to conceal the substation		Masonry (stone, brick, similar materials)
Single Family or Multi Family lot that backs up to park or open space	6 ft.		Decorative iron fence
Single Family lots that back up to East Street	6 ft.		Masonry (stone, brick or similar materials)

3.8 Outdoor Lighting

3.8.1 General Standards

3.8.1.1 Display levels and light pollution

- Lighting must be designed to minimize light pollution and spillage on adjacent properties.
- Ornamental street lights shall be allowed along the internal collector and local streets.
- Illumination spillover onto adjacent residential zoned properties must be no more than 5 lux. Streetlights are exempted.

3.8.1.2 Design

- Light poles should have a base, middle and top.
- Light pole design must be consistent with the style, character and theme used throughout the PUD area.
- Light poles must be placed in landscape areas wherever possible.
- Light poles must not obstruct sidewalks or bicycle paths.

3.9 Project Identification Signs

Project identification signage within the PUD are identified on **Exhibit C** and shall comply with regulations outlined below. Additional signage beyond the project identification signs shall comply with the UDC unless modified in the following standards below or modified by a Master Sign Plan in the future:

3.9.1 Signs that are unique to the Durango Farms PUD and vary from the standard UDC sign regulations are as follows:

Type		Number	Maximum area	Maximum height	Minimum setback
Permanent Signs	Freestanding Project Identification Signs along FM 1660 on the east and East Street on the south	1	150 sq. ft. per sign	25 ft.	10 ft. from adjacent right of way

3.9.2 Prohibited signs

- Pole/pylon Sign. Pole or pylon Signs are not allowed in the PUD boundary.

This prohibition does not apply to:

- Permanent development signs
- Signs placed by government authorities
- Banners placed on a light pole, utility pole or over a street as part of a

special event of general civic interest

- Traffic and safety control signs incorporating flashing lights (i.e. stop sign with flashing lights to improve awareness of intersections and improve safety)

4. Exhibits

Legal Description – Exhibit B

Land Use Plan-Exhibit C

CCRs Covenants, Conditions, Restrictions – Exhibit E

Exhibit B – Legal Description

Exhibit C – Land Use Plan

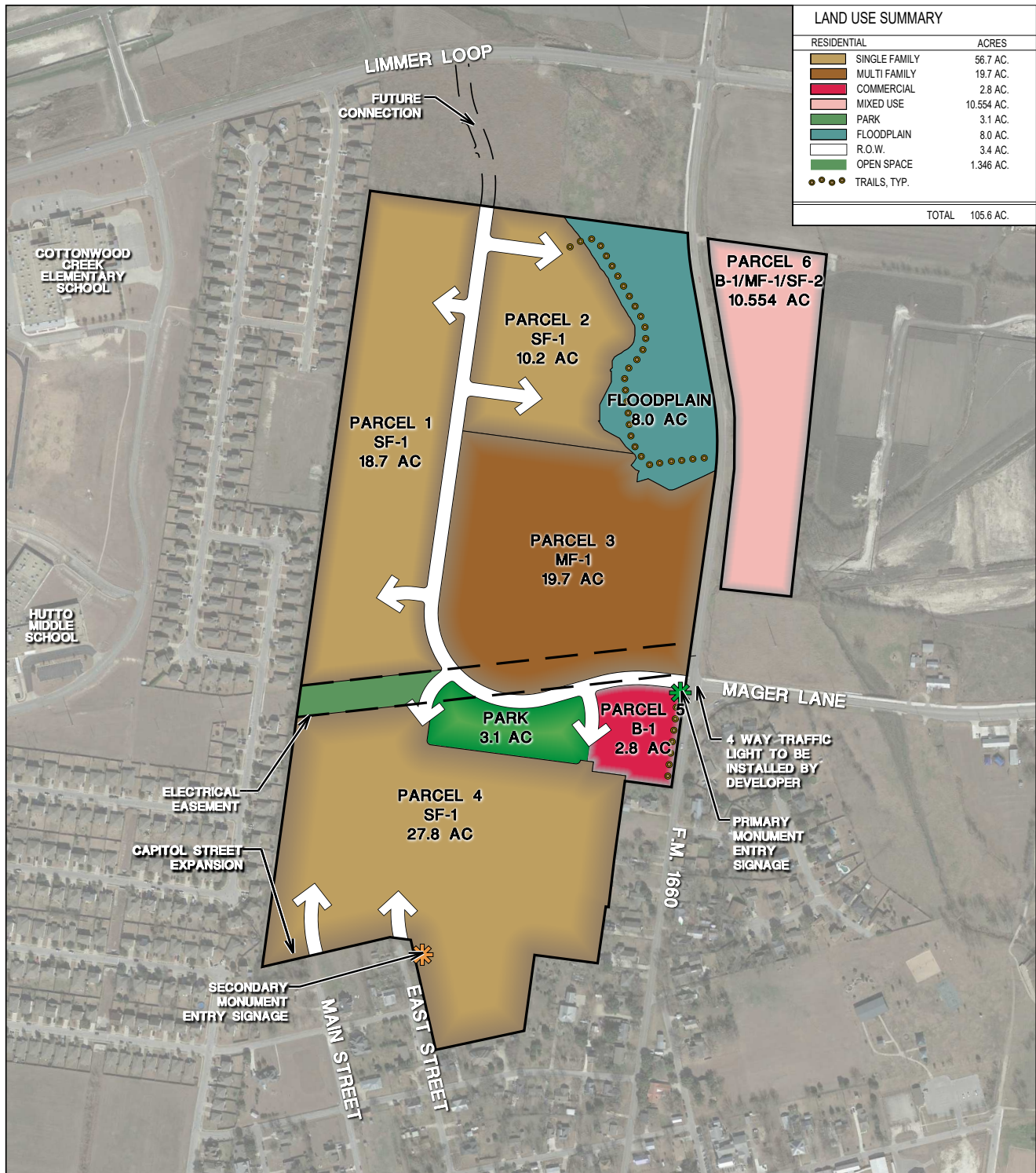
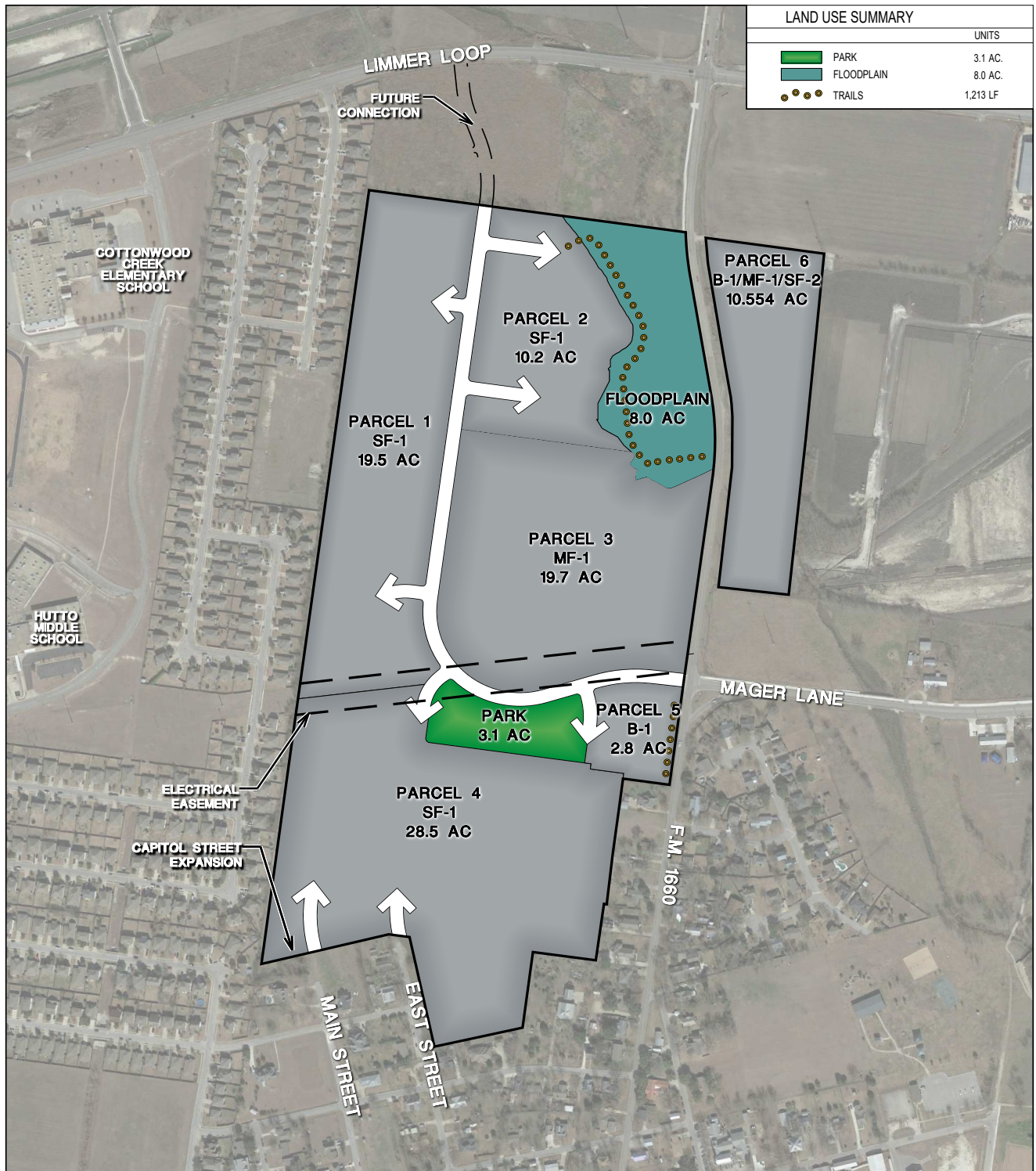


Exhibit D – Covenants, Conditions and Restrictions





SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

COMMUNITY PARK
DURANGO FARMS
HUTTO, TEXAS



0 10 20 40
Scale: 1" = 20'
Date: August 7, 2019

SHEET FILE: S:\180117-MAGR\Thematics\Renderings\Render Base.dwg
Base mapping compiled from best available information.
All map data should be considered as preliminary, in
need of verification, and subject to change. This land
plan is conceptual in nature and does not represent any
regulatory approval. Plan is subject to change.

Regular City Council
AGENDA ITEM
10.D.



To: City Council
Subject: Consideration of a public hearing and possible action on the first reading of an ordinance regarding the proposed annexation of Cottonwood Creek, 46.68 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on CR 199. (Ashley Lumpkin)
Meeting: Regular City Council - 17 Oct 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on October 17, 2019.

The next step in the voluntary annexation process is to hold the second public hearing and conduct the second and final reading of the annexation ordinance. An annexation ordinance requires a second reading prior to final approval.

RECOMMENDATION:

Staff recommends that the Council approve the first reading of the ordinance.

ATTACHMENTS:

[CottonwoodCreek\(46.68ac\)Annex-PHNotice\(News\)1st](#)
[\(Ord\)CottonwoodCreekAnnex-46.68ac\(Ord\)1st Read\(Complete\)](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described property consisting of approximately 46.68 acres and to establish base zoning as SF-1 (Single Family Residential) heretofore referred to as Cottonwood Creek, to-wit:

The Cottonwood Creek property (46.68 acres) described as being out of the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas.

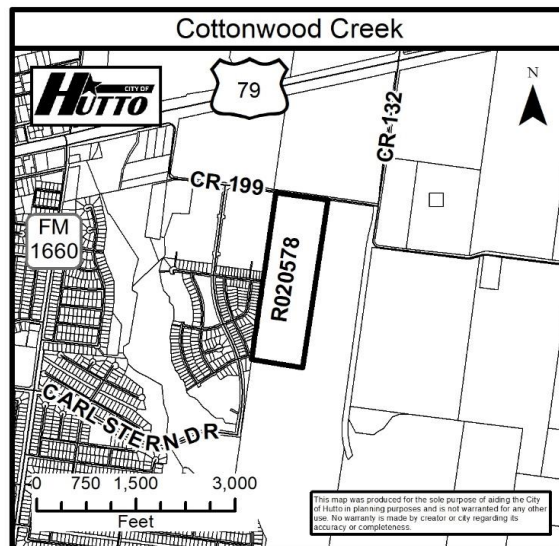
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on
October 17, 2019 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

For additional information the public
may contact Development Services
at 512-759-3479 or
planning@huttotx.gov

Publication Date: September 29, 2019



ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 46.68 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Hutto, Texas (the “City”) is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter, and;

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 46.68 acres, more or less, of land, being out of the William Gatlin Survey, Abstract No. 271 in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

WHEREAS, the procedures prescribed by the Charter of the City of Hutto and the applicable laws of the State of Texas have been duly followed with respect to the Property, and;

WHEREAS, the City Council of the City of Hutto by resolution directed the City’s Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit “B”** attached hereto and made part hereof by reference for all purposes, and;

WHEREAS, such Property is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside, and;

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens, and;

WHEREAS, and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with, and;

WHEREAS, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit “A”** should become annexed.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

SECTION II.

That the Property described in the attached **Exhibit “A”**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as SF-1 (Single Family Residential) Zoning District.

SECTION III.

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Hutto, and hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

SECTION IV.

That the appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official maps and boundaries of the City of Hutto, heretofore adopted and amended, so as to include the aforementioned territory hereby annexed, be and are hereby amended as part of the City of Hutto, Texas, as required by law.

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

SECTION VI.

That the City Secretary is hereby directed and authorized to file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas.

SECTION VII.

If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

SECTION VIII.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. That City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter thereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION IX.

This ordinance shall take effect and be in force from and after its passage.

READ and **APPROVED** on first reading on this the **17th** day of **October, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **7th** day of **November, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

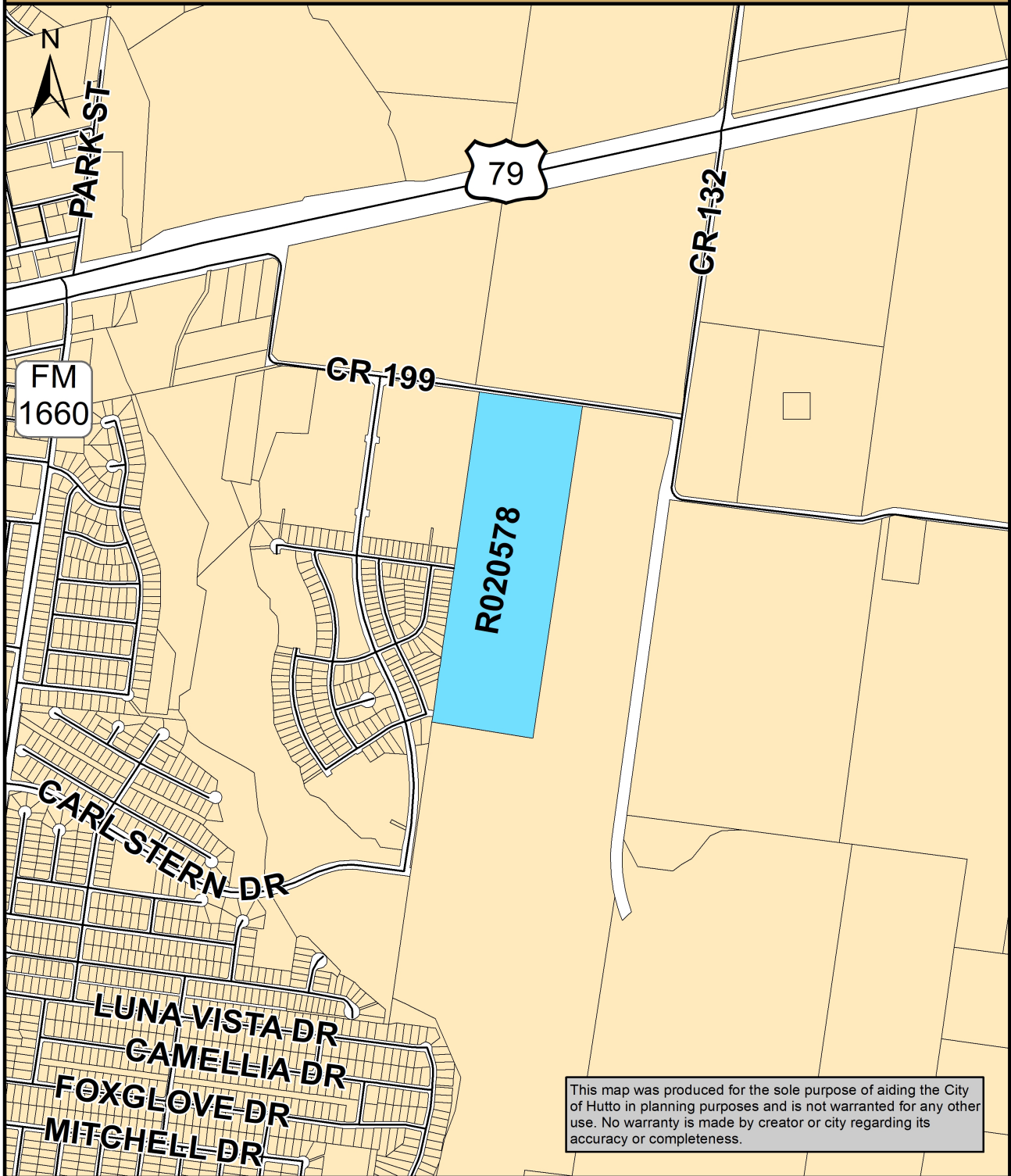
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

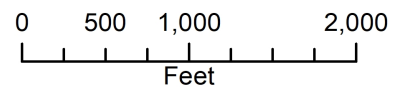
ATTEST:

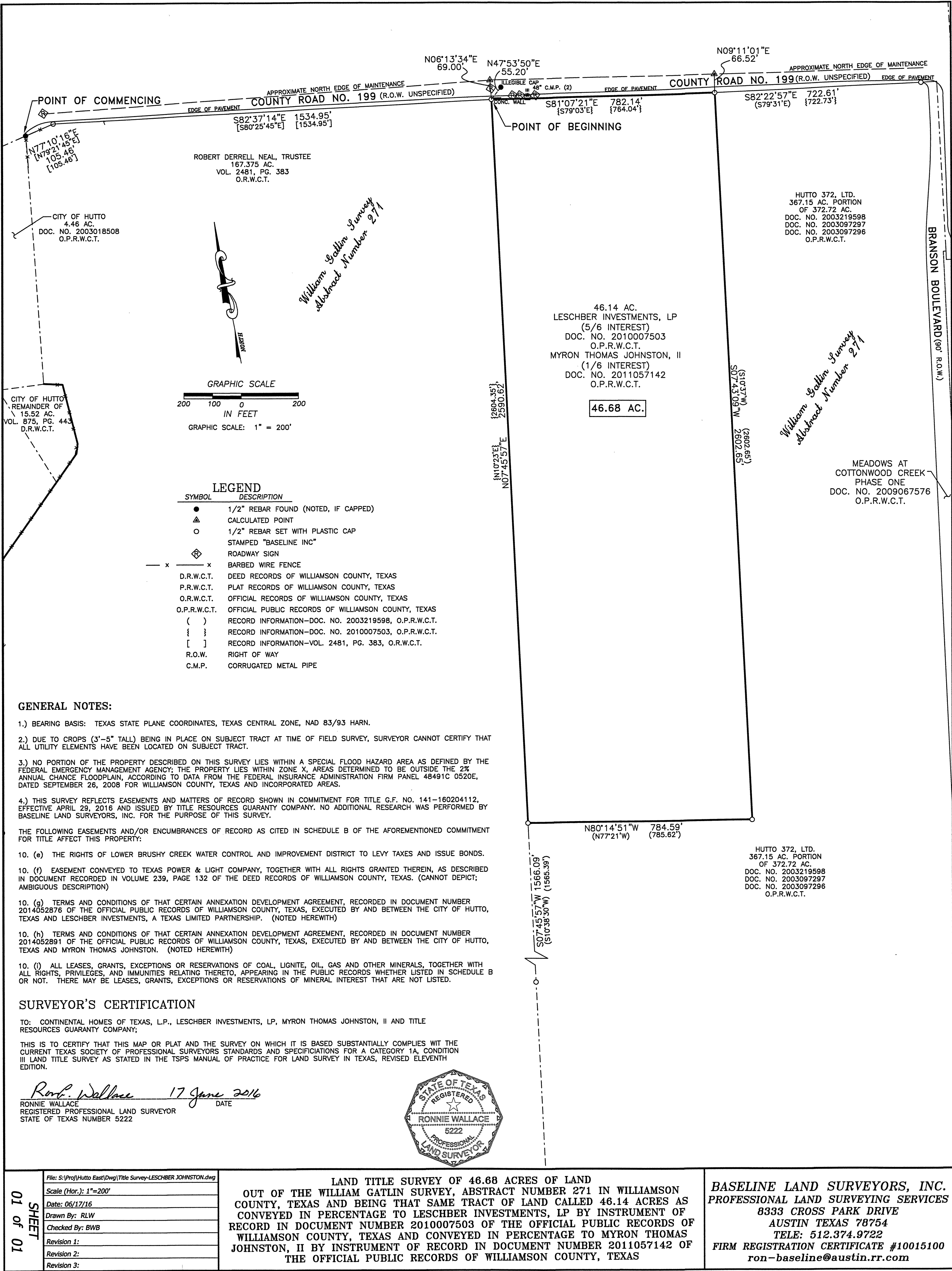
Lacie Hale, City Secretary

Cottonwood Creek



Map Document: (K:\SITE LOCATION MAPS\2019 Site
Location Maps\Annexation_Maps\Cottonwood_Creek.mxd)
9/13/2019 -- 8:47:01 AM





**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**46.68 acres, more or less, of land, out of the
William Gatlin Survey, Abstract No. 271, in Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Manville W.S.C.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

ORDINANCE NO. O-19-XX-XX

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2018-19 BUDGET TO REFLECT ORGANIZATIONAL CHANGES, THE REVISION AND ADDITION OF CAPITAL IMPROVEMENT PROJECTS, THE PURCHASE OF CAPITAL EQUIPMENT AND THE INCREASE IN DEVELOPMENT SERVICES REVENUE, AND OTHER MISCELLANEOUS ADJUSTMENTS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION 1: That the appropriations for the fiscal year beginning October 1, 2018, and ending September 30, 2019, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with the change in expenditures shown in the attached Exhibit A.

SECTION 2: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2018, and ending September 30, 2019.

SECTION 3: The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law and the *City Charter*.

SECTION 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code* and the *City Charter*.

SECTION 7: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place,

and purpose of said meeting was given as required by the Open Meetings Act, *Chapter. 551, Tex. Gov't. Code.*

READ and **APPROVED** on **first reading** on this the **5th** day of **September 2019**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and **ADOPTED** on **second and final reading** this **19th** day of **September 2019**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie, Hale, City Secretary

Regular City Council
AGENDA ITEM
10.F.



To:

Subject: Consideration and possible action on the first reading of an ordinance regarding the boundary lines for the Library Advisory Board.

Meeting: Regular City Council - 17 Oct 2019

Department:

Staff Contact:

BACKGROUND INFORMATION:

Library Advisory Board met on September 9, 2019 and recommended approval to extend the boundary lines to include the school district as the residency requirement to serve on the Board.



**CITY OF HUTTO, TEXAS
LIBRARY ADVISORY BOARD
REGULAR MEETING
MONDAY, SEPTEMBER 9, 2019 AT 6:00 P.M.
HUTTO PUBLIC LIBRARY
500 W. LIVE OAK STREET**

LIBRARY ADVISORY BOARD MEMBERS

Tara Chappell, Chairperson
Kathi Shilling
Havala Merit
Dwight Baker
Christina Garza
Vacant
Vacant

MINUTES

1. Call Meeting to Order

Meeting was called to order at 6:24pm by Chairperson Chappell.

2. Roll Call

All members were present. City staff present included Lisa Riggs, Library Manager and Dana Wilcott, Community Outreach Director.

3. Public Comment

Public Comment can be taken on each item listed. Speakers must limit comments to three minutes.

No Public Comment.

4. Agenda Items

4.A. Introduction of new Library Advisory Board members.

Riggs introduces new members Havala Merit and Christina Garza.

Merit and Garza both extended greetings and mentioned their involvement in the library.

4.B. Consideration and possible action on June 10, 2019, Library Advisory Board meeting minutes.

Garza motioned for the minutes to be accepted as written February 11, 2019, Library Advisory Board meeting minutes; Merit second the motion; motion passed 5-0.

4.C. Discussion and possible action for Library Advisory Board Vice-Chair.

Baker motioned to appoint Christina Garza as Vice-Chair; Merit second the motion; motion passed 5-0.

4.D. Discussion and possible action concerning grants, outside funding, fundraising, and updates.

Riggs discussed grants, sponsorship, and fundraising sharing:

- Recipient of the American Society of Radiologic Technologists' National Library representing Texas for \$500 for books to from a selected books to highlight radiologic technologists and the important role they play on the health care team. A kit will be mailed in October to display during Nov. 3-9 in recognition of National Radiologic Technology Week.
- Applied for the REFORMA Dia grant for \$300. They were only providing grants for five libraries throughout the nation. The books added will be for all ages and add to the non-fiction collection. Did not receive.
- Friends of the Hutto Public Library to hold a Scholastic Book Sale from July 22-27 as a fundraiser, sales totaled \$1915.62, with \$991.73 raised in Scholastic Buck for the library to select books for purchase.
- Inter-Library Loan Reimbursement Program had 116 items loaned to other libraries. The library submitted a Performance Certification form in August. Official award letters will be sent in early September and reimbursements will be dispersed shortly after. Participating libraries will receive a reimbursement of \$9.00 lend.
- Friends of the Hutto Public Library will host a Bi-Annual Book Sale on October 19.
- Friends of the Hutto Public Library will host a Fundraising Partnership Opportunity with the Marine Corps League Williamson County Detachment #1022 in May 2020.
- Entered into the Pizza Hut's The Literacy Project fundraiser through First Books. If selected the local Pizza Hut restaurant will fundraise on the library's behalf from December 3 (Giving Tuesday) through December 31, 2019. Last year's participant received \$200-2000 to purchase brand new books and resources from First Books. If received these funds will benefit the Early Literacy Outreach Program.

Riggs requested approval for partnership with Friends of the Hutto Public Library.

- Friends of the Hutto Public Library to purchase Keva Planks for STEM activities.
- Summer Reading Program Kids Clubs to purchase black t-shirts for Galaxy Shirt project on final program date.
- Assist with the purchase of candy for Treats at Park St. in October.

Garza motion to approval partnership with Friends of the Hutto Public Library for all three request; Baker second the motion; motion passed 5-0.

Riggs also discussed sponsoring Hutto with:

- Various SRP sponsors will continue and sponsor Library Card Sign Up month including Carus Dental of Hutto, Texas Stars, Dairy Queen, Panda Express, Raising Canes, Sonic, Taco Bell, Austin Zoo, Gatti's Pizza, Sports Clips, Chili's, Mel's Lone Star Lanes with coupon giveaways.

Riggs provided updates:

- Summer Reading Program 2019 (May 31-July 20, 2019) had 1283 participants; 956 kids & 327 teens/adults versus 2018 (June 1-July 21, 2018) had 888 participants; 666 kids + 222 Adult/Teens.
- Number of books, minutes and hours read for the Summer Reading Program:

2019
Pre-K & Under read: 4011 Book
K-12 Yrs read: 136,027 Minutes
Teens/Adult read: 1,089 Hours
June/July Library Visitors: 12,835

2018
Pre-K and under read: 2080 Books
K-12 Yrs read: 105,636 Minutes
Teens/Adult read: 820 Hours
June/July Library Visitors: 8233

- The Fine Forgives program ended on July 31 with \$1,012 fines forgiven with \$150 donation plus administrative fees forgiven. 209 patrons participated in this program with 702.5 lbs of food donated to the Hutto Resource Center Food Pantry. This was the first year patrons paid it forward with food donation to assist other patrons.
- The library staff ended programming on July 20 to clean, regroup, reorganize, and prepare for Fall Activities. Lapsit and Preschool Story Times resumed Aug. 21 & 22.
- Regular programming continued during the Summer Reading Program such as Hook & Needles, Adult Spanish class (ended July 26), ESL Summer Conversation Class, Lapsit, and Preschool Story Times.
- Meeting Rooms & Study rooms continued to be reserved and scheduled by staff. Staff reserves the room with full name, phone number and initial reservation. Hutto Homeschool Co-Op has been added reserve the rooms monthly to host once a month parent meetings.
- Voters Outreach Project took place on August 15 to show case new voting equipment.
- September is Library Card Sign Up month.
- Banned Book Week is Sept. 23-28.
- New Fall Programs:
 - Saturday Story Time will occur the first Saturday of the month starting September 7.
 - Regions Banks will be assisting with providing Financial Literacy classes the second Saturday of the month starting September 14. A survey went out to see what areas of financial literacy are important to Hutto residents.
 - Hutto Homeschool Co-Op Parents Meeting will meet the third Thursday of the month.
 - Dyslexia Parent Support group will start meeting in October during Dyslexia Awareness month and meet the fourth Saturday of the month.
 - Evening Adult Art will start in September meeting the fourth Thursday of the month.
 - LegoMania & Family Board Games will be revamped to Build-O-Rama to be more STEM bases with a variety of building activities rotated out each week.
 - Kids Activities Hour to occur the second Tuesday of the month starting in September for kids 6-12 years of age from 6:30-7:30 pm.
- A Matter of Balance provided by Area Agency on Aging began classes on Sept. 4 and end on Oct. 23.
- Homeschool Duel Credit workshop will be held on October 4 to assistance parents and students.
- Voting will take place in the Library on November.
- Hutto Homeschool Co-Op working on Homeschool Happenings program for the fourth Tuesday of the month starting in October or November.

Riggs provided stats for the new building:

- As of April 1 to Aug. 31 there have been 1261 new accounts and 1186 renewals compared to 2018 for the same time period with 750 new accounts and 800 renewals. June/July 2019: 672 new accounts and 615 renewals versus June/July 2018: 405 new accounts and 477 renewals.
- Currently 5038 active accounts.
- Patrons visiting the library:

Month	# of Visitors
April	4805
May	4809
June	7135
July	5700
August	3405
Total	25,854

- Circulation for April 1 to August 31:

	4/2019	5/2019	6/2019	7/2019	8/2019	Total
Normal	3864	3742	6751	5959	4131	24447
Self-Check	0	0	0	0	0	0
Renewal (Staff)	251	256	467	608	310	1892
Renewal (Member)	520	658	591	805	632	3206
In-Library	482	660	1037	1508	826	4513
	5117	5316	8846	8880	5899	34058

4.E. Discussion and possible action concerning the Library Advisory Board boundary lines.

Riggs discussed changing the Library Advisory Board boundary lines to match the serving boundary lines of the Hutto Public Library which include people living or owning property within the City of Hutto and Hutto ISD boundaries. This would allow citizens living within the serving area to participate and serve on the Library Advisory Board.

Garza motion to change the Library Advisory Board boundary lines to the Hutto ISD boundary lines; Merit second the motion; motion passed 5-0.

4.D. Discussion concerning the Texas Public Library Standards Local Implementation Checklist (APPENDIX A) and the focus on Advocacy Standards.

Riggs reviewed the Texas Public Library Standards Local Implementation Checklist items with a focus Advocacy Standards. Riggs stated these guidelines are not needed to meet state accreditation but are useful to see how we stand in comparison with recommended library standards

5. Adjournment

Garza motioned to adjourn the meeting at 7:20 p.m.; Baker seconded the motion; motion passed 5-0.

I certify that the meeting minutes are official, on the _ of _, 2019 at _____ PM and will remain available the through City of Hutto offices as reference to the business conducted during the meeting.

Attested:

Lisa Riggs,
Library Manager

Tara Chappell, Chairperson
Library Advisory Board

Regular City Council
AGENDA ITEM
10.G.



To: Regular City Council

Subject: Consideration and possible action of an ordinance authorizing the issuance and sale of one or more series of City of Hutto, Texas Combination Tax and Revenue Certificates of Obligation; authorizing the levy of an ad valorem tax and the pledge of certain revenues in support of the certificates; approving an official statement, the form of a paying agent/registrar agreement and other agreements related to the sale and issuance of the certificates; establishing procedures for selling and delivering one or more series of the certificates; and authorizing other matters related to the issuance of the certificates. (Michel Sorrell)

Meeting: Regular City Council - 17 Oct 2019

Department: Finance

Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

This issuance of these Certificates is for constructing, improving, extending, upgrading the City's water and sewer system, including the decommissioning of the Glenwood Lift Station designing, constructing, improving, extending, expanding and upgrading the City's Cottonwood Interceptor and the Shiloh and Frame Switch pumping stations; designing, constructing, improving, extending, expanding and upgrading the City's distribution and transmission lines; professional services including fiscal, engineering, architectural and legal fees, and other such costs incurred in connection therewith including the costs of issuing the Certificates and capitalizing approximately 24 months of interest.

The Certificates of Obligation to be issued will not exceed \$12,000,000.

The City's Bond Counsel, McCall Parkhurst, and Horton LLP, prepared the bond ordinance.

FINANCIAL IMPACT:

The debt service will be supported by ad valorem tax and the pledge of certain revenues.

RECOMMENDATION:

Staff recommends approval of the ordinance authorizing the issuance of City of Hutto, Texas Combination Tax and Revenue Certificates of Obligation. Only one reading of the ordinance is required per Section 1201.028 of the Texas Government Code and 10.01E of the City Charter.

ATTACHMENTS:

[Ordinance - 10-7-19](#)

[Ordinance Cert 10-7-19](#)

[Pricing Certificate Series 2019](#)

ORDINANCE NO. O- _____

**ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE
SERIES OF CITY OF HUTTO, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION; AUTHORIZING THE LEVY OF AN AD
VALOREM TAX AND THE PLEDGE OF CERTAIN REVENUES IN SUPPORT OF
THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, THE FORM OF A
PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS
RELATED TO THE SALE AND ISSUANCE OF THE CERTIFICATES;
ESTABLISHING PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE
SERIES OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS
RELATED TO THE ISSUANCE OF THE CERTIFICATES**

Adopted October 17, 2019

**ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE
SERIES OF CITY OF HUTTO, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION; AUTHORIZING THE LEVY OF AN AD
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ESTABLISHING PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE
SERIES OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS
RELATED TO THE ISSUANCE OF THE CERTIFICATES**

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Exhibit A - Definitions

Exhibit B - Description of Annual Financial Information

ORDINANCE NO. O-_____

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SERIES OF CITY OF HUTTO, TEXAS COMBINATION TAX AND REVENUE
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ESTABLISHING PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE
SERIES OF THE CERTIFICATES; AND AUTHORIZING OTHER MATTERS
RELATED TO THE ISSUANCE OF THE CERTIFICATES**

THE STATE OF TEXAS	'
COUNTY OF WILLIAMSON	'
CITY OF HUTTO	'

WHEREAS, the City Council of the City of Hutto, Texas (the "City") deems it advisable to issue certificates of obligation in an amount not to exceed \$12,000,000 (the "Certificates") and finds that the payment in whole or in part of contractual obligations are incurred or to be incurred for: (1) constructing, improving, extending, expanding, upgrading and developing the City's water and sewer system, including the decommissioning of the Glenwood Lift Station; (2) designing, constructing, improving, extending, expanding and upgrading the City's Cottonwood Interceptor and the Shiloh and Frame Switch pumping stations; (3) designing, constructing, improving, extending, expanding and upgrading the City's distribution and transmission lines; (4) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates and (5) capitalizing approximately 24 months of interest; and

WHEREAS, the Certificates, whether in one combined series or separate series, hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended, Chapter 1371, Texas Government Code, as amended and Section 1502.052, Texas Government Code, as amended; and

WHEREAS, on August 15, 2019 the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates; and

WHEREAS, the notice was published on August 25, 2019 and September 1, 2019 in the *Taylor Press*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the City has not received a petition from the qualified electors of the City protesting the issuance of the Certificates; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance (this "Ordinance") was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the certificates was submitted to the voters of the issuer during the preceding three years and failed to be approved.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

Section 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 3. AMOUNT AND PURPOSE OF THE CERTIFICATES. The Certificates of the City are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly, Chapter 271 of the Texas Local Government Code, as amended, and Chapters 1371 and 1502 of the Texas Government Code, in one or more series.

The maximum aggregate principal amount of the Certificates is not to exceed \$12,000,000 for the purpose of paying contractual obligations incurred or to be incurred for: (1) constructing, improving, extending, expanding, upgrading and developing the City's water and sewer system, including the decommissioning of the Glenwood Lift Station; (2) designing, constructing, improving, extending, expanding and upgrading the City's Cottonwood Interceptor and the Shiloh and Frame Switch pumping stations; (3) designing, constructing, improving, extending, expanding and upgrading the City's distribution and transmission lines; (4) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates and (5) capitalizing approximately 24 months of interest.

Section 4. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF CERTIFICATES. (a) Terms of Certificates. There shall be issued, sold and delivered under this Ordinance fully registered certificates, without interest coupons, in one or more series, numbered consecutively from R-1 upward (except the Initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1) payable to the initial registered owner(s), or to the

registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner" or the "Owner"), in the denomination of \$5,000 or any integral multiple thereof (each an "Authorized Denomination"), maturing not later than forty years from their date, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to Subsection (b) of this Section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Certificates shall be designated by the year in which they are awarded. The authority of the Pricing Officer to execute a Pricing Certificate shall expire at 5:00 p.m. C.D.T. on October 17, 2020. Certificates priced on or before October 17, 2020 may be delivered to the initial purchaser after such date.

(b) Selling and Delivering the Certificates. As authorized by Chapter 1371, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering one or more series of the Certificates and carrying out the other procedures specified in this Ordinance, including determining the date of the Certificates, any additional or different designation or title by which a series of the Certificates shall be known, the price at which each series of the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Certificates, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, obtaining a rating on the Certificates, procuring municipal bond insurance, if any, and all other matters relating to the issuance, sale, and delivery of the Certificates, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for each series of the Certificates shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery and (ii) none of the Certificates of a series shall bear interest at a rate greater than the maximum authorized by law. In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 4 thereof, which shall be sufficient to provide for the purposes for which the Certificates are authorized and to pay the costs of issuing the Certificates.

(c) Determinations of Pricing Officer. To achieve advantageous borrowing costs for the City, the Certificates shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Certificates by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Certificates.

If the Pricing Officer determines that a series of the Certificates should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Certificates, to

receive such bids, and to award the sale of the Certificates to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that a series of the Certificates should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Certificates and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Certificates are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Purchase Agreement or other agreement for the Certificates to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to subsection (b) above. Each Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of debt with such changes as are acceptable to the Pricing Officer.

The Pricing Officer is expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale and delivery of each series of Certificates and fixing all details in connection therewith, including to approve an official statement, or supplements thereto, in connection with each series of Certificates.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City hereby determines that the delegation of the authority to the Pricing Officer to approve the method of sale and final terms and conditions of each series of the Certificates as set forth in this Ordinance and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in each Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City and the Pricing Officer is hereby authorized to make and include in each Pricing Certificate an appropriate finding to that effect.

Section 5. INTEREST. The Certificates shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum as set forth in the Pricing Certificate. Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance and the Pricing Certificate.

Section 6. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer and Exchange; Authentication. The Pricing Officer shall designate the Paying Agent/Registrar ("Paying Agent/Registrar") for each series of the Certificates in the Pricing Certificate. The Paying Agent/ Registrar shall keep the books or records for the registration of the transfer and exchange of the Certificates (the "Registration Books"), and the Paying Agent/Registrar shall serve as the City's registrar and transfer agent to keep such books or records and make such

registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or Outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts of the State of Texas.

(b) Payment of Certificates and Interest. The Paying Agent/Registrar shall further act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered

Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance and with such changes and additions as required to be consistent with the provisions contained in the Pricing Certificate relating to the Certificates. The Certificates initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are Outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or Interest Payment Date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 6(a) shall be issued in the form of a separate single fully

registered Certificate for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the Outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal, premium, if any, and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificates, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in the Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to the Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificates, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants

having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(g) **Payments to Cede & Co.** Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Blanket Representation of the City to DTC.

(h) **Initial Certificate.** The Certificates herein authorized shall be initially issued as fully registered Certificates, being one Certificate for each maturity in the denomination of the applicable principal amount and the Initial Certificate shall be registered in the name of the Senior Manager as set forth in the Pricing Certificate. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters. Immediately after the delivery of the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate delivered hereunder and exchange therefor Certificates in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(a), all of the Outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

Section 7. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance and the Pricing Certificate.

FORM OF CERTIFICATE

R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF HUTTO, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 20__*	PRINCIPAL AMOUNT \$ _____
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<u>INTEREST</u>	<u>MATURITY</u>	<u>DATE OF</u>	<u>DATE OF</u>	<u>CUSIP NO.</u>
<u>RATE</u>	<u>DATE</u>	<u>CERTIFICATES</u>	<u>DELIVERY</u>	

*As determined in the Pricing Certificate.

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of Hutto, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____*, the initial date of delivery of the Certificates, on _____*, and semiannually on each _____* and _____* thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at _____*, which is the "Paying Agent/Registrar" for this Certificate at their office in _____* (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the _____* day of the month preceding such interest payment date (the "Record Date") on the _____.

*As determined in the Pricing Certificate.

registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the City and the securities depository.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a Series of Certificates dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of

*As determined in the Pricing Certificate.

\$ _____* (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for: (1) constructing, improving, extending, expanding, upgrading and developing the City's water and sewer system, including the decommissioning of the Glenwood Lift Station; (2) designing, constructing, improving, extending, expanding and upgrading the City's Cottonwood Interceptor and the Shiloh and Frame Switch pumping stations; (3) designing, constructing, improving, extending, expanding and upgrading the City's distribution and transmission lines; (4) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates and (5) capitalizing approximately 24 months of interest.

[Redemption provisions as provided in the Pricing Certificate.*]

NO LESS THAN 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Certificate Ordinance.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Certificate Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar

on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered Certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificate.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's Utility System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the net revenues of the City's Utility System, which amount shall not exceed \$10,000 all as provided in the Certificate Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Secretary, City of Hutto, Texas
(SEAL)

Mayor, City of Hutto, Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the within
Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this
Certificate in every particular, without
alteration or enlargement or any change
whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The Initial Certificate shall be in the form set forth in this Section, except that:

- A. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.
- B. the first paragraph shall be deleted and the following will be inserted (with all blanks to be completed with information contained in the Pricing Certificate.

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Hutto, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
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(Information from the Pricing Certificate to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____*, the initial date of delivery of the Certificates, at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is

*As determined in the Pricing Certificate.

required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 8. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are Outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original principal amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Certificates are Outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Any accrued interest on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 9. REVENUES. The Certificates, together with other obligations of the City, are additionally secured by and shall be payable from and secured by the surplus revenues of the City's Utility System, after payment of all operation and maintenance expenses or collections thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's Utility System, with such amount not exceeding \$10,000, constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 8, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 8, if Surplus Revenues or other lawfully available funds are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 8 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor and the Director of Finance of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 10. ESTABLISHMENT OF PROJECT FUND. (a) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with the Certificate proceeds for the purpose for which the Certificates are issued as set forth in Section 3 hereof or to pay principal or interest payments on the Certificates; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates from being arbitrage certificates shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) Project Fund. The Project Fund, and any subaccount necessary within such Project Fund to complete the purpose for which the Certificates are issued as set forth in Section 3 hereof, is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Certificates remaining after the deposit of accrued interest, if any, in the Interest and Sinking Fund shall be deposited in the Project Fund and shall be used to accomplish the purpose of such proposition.

(c) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested as permitted by the Public Funds Investment Act, as amended ("Permitted Investments"), and the City's investment policy.

(d) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(e) Maintenance of Funds. Any funds created pursuant to this Ordinance may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

Section 11. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer Outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a

commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the Registered Owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the

right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

Section 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any Outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a Replacement Certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any Replacement Certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every Replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section 12 of this Ordinance shall constitute authority for the issuance of any such Replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such

certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 6(a) of this Ordinance for Certificates issued in exchange for other Certificates.

Section 13. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

Section 14. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a

reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding certificate, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such

fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding certificates, transferred proceeds (if any) and proceeds of the refunded certificates expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Interim City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of this subsection, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other

compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 15. CERTIFICATE PROCEEDS ALLOCATION. The proceeds of the Certificates, including the par amount of the Certificates and any net premium derived from the sale of the Certificates, shall be allocated as set forth in the Pricing Certificate.

Section 16. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then Outstanding.

(c) Remedies not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other

provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 17. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the purpose for which the Certificates are issued set forth in Section 1 and 3 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates from being arbitrage certificates shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 18. APPROVAL OF THE FORM OF PAYING AGENT/REGISTRAR AGREEMENT, LETTER OF REPRESENTATIONS AND OFFICIAL STATEMENT. The Paying Agent/Registrar Agreement is hereby approved in substantially the form previously used by the City on other financings. The Pricing Officer is hereby authorized to amend, complete or modify the Paying Agent/Registrar Agreement as necessary and is further authorized to execute such agreement.

The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.

The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement, prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official

Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

Section 19. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Certificates by a Rating Agency, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the Outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the Outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such

published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then Outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 20. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each Fiscal Year of the City ending in or after 2019, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 18 of this Ordinance as set forth in the Pricing Certificate by the Pricing Officer, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such Fiscal Year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable Fiscal Year, when and if the audit report on such statements becomes available.

If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- G. Modifications to rights of holders of the Certificates, if material within the meaning of the federal securities laws, and tender offers;
- H. Certificate calls, if material within the meaning of the federal securities laws;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Certificates, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary

course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

O. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

For these purposes, (i) any event described in the immediately preceding paragraph (L) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar office for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers of the City in possession but subject to the supervision and order of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (ii) the City intends the words used in the immediately preceding paragraphs (O) and (P) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 that causes the Certificates no longer to be Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with

this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 21. BOND INSURANCE PROVISIONS. In connection with the sale of any series of Certificates, the City may obtain municipal bond insurance policies from one or more

recognized municipal bond insurance organizations (the "Bond Insurer" or "Bond Insurers") to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds as determined by the Pricing Officer. The Pricing Officer is hereby authorized to designate the Bond Insurer and to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the initial purchaser out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 22. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

Section 23. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, any insurance commitment letter or Insurance Policy and the Official Statement. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 24. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge of the pledged revenues to secure the payment of the Certificates.

Section 25. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 26. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Owners of the Certificates.

Section 27. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 28. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 29. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 30. EFFECTIVE DATE. This Ordinance shall become effective immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 31. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 8 and 9 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the City under Sections 8 and 9 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas

Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 32. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Certificates or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The Pricing Officer is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificates.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed,
approved and effective on this 17th day of October, 2019.

THE CITY OF HUTTO, TEXAS

By: Mayor
City of Hutto, Texas

ATTEST:

City Secretary
City of Hutto, Texas

APPROVED AS TO FORM:

City Attorney
City of Hutto, Texas

Signature Page

EXHIBIT "A"

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Authorized Denomination*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Certificates.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy for the Certificates as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Certificates.

"*Book-Entry-Only System*" means the book-entry system of bond registration provided in Section 6, or any successor system of book-entry registration.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" means the City of Hutto, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*City Manager*" means the city manager of the City or any individual appointed to serve in such capacity for the City.

"*Chief Financial Officer*" means the chief financial officer of the City or any individual appointed to serve in such capacity for the City.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding certificates or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding certificates or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificates.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Initial Certificate(s)" means the Certificate(s) authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"Insurance Policy" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Certificates when due.

"Interest and Sinking Fund" means the special fund maintained by the provisions of Section 8 of this Ordinance.

"Interest Payment Date" means a date on which interest on the Certificates is due and payable.

"MSRB" means the Municipal Securities Rulemaking Board.

"Ordinance" means this ordinance finally adopted by the City Council on October 17, 2019.

"Outstanding", when used with respect to Certificates, means, as of the date of determination, all Certificates theretofore delivered under this Ordinance, except:

- (1) Certificates theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;
- (2) Certificates deemed paid pursuant to the provisions of Section 11 of this Ordinance;
- (3) Certificates upon transfer of or in exchange for and in lieu of which other Certificates have been authenticated and delivered pursuant to this Ordinance; or
- (4) Certificates under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Pricing Certificate*" means the Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of one or more series of Certificates.

"*Pricing Officer*" means the City Manager of the City, acting as the designated pricing officer of the City to execute the Pricing Certificate but in his absence, the Assistant City Manager may act as the designated pricing officer of the City to execute the Pricing Certificate.

"*Purchase Agreement*" means the Purchase Agreement between the City and Citigroup Global Markets Inc.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Certificates.

"*Record Date*" means Record Date as defined in the Pricing Certificate.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Certificates registered in the name of each Registered Owner.

"*Registered Owners*" means any person or entity in whose name a Certificate is registered in the Security Register, for any Parity Obligation.

"*Replacement Certificates*" means the Certificates authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Certificates as provided in Section 12 of this Ordinance.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*Series*" means a separate series of Certificates as specified by or pursuant to the terms of this Ordinance.

"*Utility System*" means the City's Waterworks and Sewer System.

EXHIBIT "B"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 20 of this Ordinance.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the current notes to the financial statements used in the Official Statement.

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paragraphs are a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraphs are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meetings for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Mayor of the City has approved and hereby approves the Ordinance; that the Mayor and the City Secretary of the City have duly signed the Ordinance; and that the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Ordinance for all purposes.

SIGNED AND SEALED the 7th day of September, 2019.

City Secretary

Mayor

[CITY SEAL]

PRICING CERTIFICATE

CITY OF HUTTO
COUNTY OF WILLIAMSON
STATE OF TEXAS

‘
‘
‘

The undersigned, City Manager, of the City of Hutto, Texas (the "City"), in connection with Ordinance No. O-_____ "Ordinance Authorizing the Issuance and Sale of One or More Series of City of Hutto, Texas Combination Tax and Revenue Certificates of Obligation; Authorizing the Levy of an Ad Valorem Tax and the Pledge of Certain Revenues in Support of the Certificates; Approving an Official Statement, the Form of a Paying Agent/Registrar Agreement and Other Agreements Related to the Sale and Issuance of the Certificates; Establishing Procedures for Selling and Delivering One or More Series of the Certificates; and Authorizing Other Matters Related to the Issuance of the Certificates" adopted by the City Council on October 17, 2019 (the "Ordinance") does hereby certify the following:

1. This Pricing Certificate ("Pricing Certificate") is executed for and on behalf of the City and for the benefit of the Attorney General of the State of Texas and the Underwriters (as hereinafter defined) of the certificates entitled "City of Hutto, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2019" dated November 14, 2019, in the aggregate principal amount of \$_____ (the "Certificates") authorized by the Ordinance.

2. This Pricing Certificate is the Pricing Certificate of the Pricing Officer as required by Section 4 of the Ordinance.

3. Unless otherwise defined herein, capitalized terms used in this Pricing Certificate have the same meanings as those used and defined in the Ordinance and the Purchase Agreement dated _____, 2019 between the City and Citigroup Global Markets Inc. (the "Purchase Agreement"), as representative of the underwriters named in the Purchase Agreement (the "Underwriters").

4. I have determined that it is in the best interest of the City that the Certificates shall be sold by a negotiated sale and the price to be paid by the Underwriters for the Certificates is in excess of 90% of the aggregate principal amount thereof. The Certificates have a net effective interest rate of _____% which is below the maximum rate authorized by law and the Ordinance.

5. In compliance with the Ordinance, the requirements of Sections 3, 4 and 6 of the Ordinance have been met.

6. The Paying Agent/ Registrar for the Certificates is BOKF, NA, Dallas, Texas.

7. The Certificates shall (i) be sold to the Underwriters pursuant to the Purchase Agreement and at the price specified therein, (ii) be in the aggregate principal amount set forth in

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Exhibit "A", (iii) mature in the years and in the principal amounts and be subject to redemption as set forth in Exhibit "A", (iv) bear interest at the rates for each such maturity and such interest shall be payable on the dates set forth in Exhibit "A", and (v) have the other terms and provisions, all as provided in Exhibit "A", the Ordinance, the Purchase Agreement, and the Official Statement. Each Certificate shall reflect the terms set forth in Exhibit "B".

8. The aggregate principal amount of the Certificates does not exceed the maximum amount authorized in Section 3 of the Ordinance.

The Certificates are being issued for the purpose of paying contractual obligations incurred or to be incurred in connection with the: (1) constructing, improving, extending, expanding, upgrading and developing the City's water and sewer system, including the decommissioning of the Glenwood Lift Station; (2) designing, constructing, improving, extending, expanding and upgrading the City's Cottonwood Interceptor and the Shiloh and Frame Switch pumping stations; (3) designing, constructing, improving, extending, expanding and upgrading the City's distribution and transmission lines; (4) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates and (5) capitalizing approximately 24 months of interest (collectively, the "Projects").

The purchase price for the Certificates received by the City from the Underwriters shall be \$ _____ (representing the par amount of the Certificates of \$ _____, plus a [net] reoffering premium on the Certificates in the amount \$ _____ and less an Underwriters discount of \$ _____) and will be applied as follows: (i) \$ _____ shall be applied to pay the costs of the Projects and (ii) \$ _____ will be used to pay costs of issuance of the Certificates.

The [net] original issue premium for the Certificates in the amount of \$ _____ generated by the sale of the Certificates is allocated to be used as follows: (i) \$ _____ shall be used to pay the cost of the Projects, (ii) \$ _____ (which includes additional proceeds of \$ _____) shall be used to pay costs of issuance of the Certificates and (iii) \$ _____ shall be used to pay Underwriters' discount.

9. The Record Date for the interest payable on the Certificates on any Interest Payment Date means the close of business on the fifteenth day of the preceding month.

10. The Initial Certificate shall be initially registered in the name of Citigroup Global Markets Inc. The definitive Certificates shall be registered in the name of Cede & Co.

11. The Certificates shall be in the form as set forth in Exhibit "B" attached to this Pricing Certificate.

12. [The Certificates are insured by _____. The terms and provisions set forth in the commitment letter attached hereto as Exhibit "C" are approved and are read as part of the Ordinance.]

13. Pursuant to Section 20 of the Ordinance, the City agrees to provide annually to the MSRB, in an electronic format as prescribed by the MSRB, the updated financial information and operating data to the extent specified, by the times, subject to the exceptions noted, and as provided in the Ordinance and the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION – Annual Reports."

EXECUTED this 27th day of September, 2019.

CITY OF HUTTO, TEXAS

City Manager

EXHIBIT A

TERMS OF THE CERTIFICATES

\$ _____
CITY OF HUTTO, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE)
REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2019

MATURITY SCHEDULE

Interest accrues from: November 14, 2019

Interest payable: February 1 and August 1 until maturity or redemption commencing February 1, 2020

<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturity (August 1)</u>	<u>Interest Rate</u>
\$		%	\$		%

* Term Bonds.

GENERAL DESCRIPTION OF THE CERTIFICATES

The Certificates will be issued as current interest certificates, will mature on the dates and in the amounts set forth above, and will bear interest at the rates set forth above from their date of delivery, anticipated to be November 14, 2019 ("Issuance Date"), and will be payable February 1 and August 1 of each year, commencing February 1, 2020 until maturity.

The Certificates shall be initially issued as one certificate and registered in the name of Citigroup Global Markets Inc. Certificates registered in the name of Citigroup Global Markets Inc. shall, immediately following their delivery, be exchanged for Certificates registered in the name of Cede & Co., as nominee of The Depository Trust Company, pursuant to the Book-Entry-Only

System described in the Ordinance. Beneficial ownership of the Certificates may be acquired in denominations of \$5,000 or integral multiples thereof.

REDEMPTION PROVISIONS

Optional Redemption. On August 1, 20__ or any date thereafter, the Certificates maturing on and after August 1, 20__ may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or from time to time, in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the City (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at par plus accrued interest to the date fixed for redemption; provided, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

No less than 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

Mandatory Sinking Fund Redemption. The Bonds maturing on August 1, 20__ and August 1, 20__ (collectively, the "Term Bonds"), are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date:

Bonds Maturing on August 1, 20__ *	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$ _____
August 1, 20__	\$ _____
August 1, 20__ *	\$ _____ *

*Final Maturity

Bonds Maturing on August 1, 20__ *	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$ _____
August 1, 20__	\$ _____
August 1, 20__ *	\$ _____ *

*Final Maturity

The Principal Amount of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

EXHIBIT B
FORM OF CERTIFICATE

R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF HUTTO, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019	PRINCIPAL AMOUNT \$ _____
-----------	--	--

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>DATE OF</u> <u>CERTIFICATE</u>	<u>DATE OF</u> <u>DELIVERY</u>	<u>CUSIP NO.</u>
		November __, 2019	November __, 2019	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the City of Hutto, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Issuance Date of the Certificates, on February 1, 2020, and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at BOKF, NA, which is the "Paying Agent/Registrar" for this Certificate at their office in Austin, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by

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the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the 15th day of the month preceding such interest payment date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the City and the securities depository.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close;

and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated as of November __, 2019 and authorized to be issued pursuant to the Certificate Ordinance adopted by the City Council of the City in the principal amount of \$_____ for the purposes of: (1) constructing, improving, extending, expanding, upgrading and developing the City's water and sewer system, including the decommissioning of the Glenwood Lift Station; (2) designing, constructing, improving, extending, expanding and upgrading the City's Cottonwood Interceptor and the Shiloh and Frame Switch pumping stations; (3) designing, constructing, improving, extending, expanding and upgrading the City's distribution and transmission lines; (4) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates and (5) capitalizing approximately 24 months of interest.

ON AUGUST 1, 20__ OR ON ANY DATE THEREAFTER, the Certificates maturing on and after August 1, 20__ may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or from time to time, in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the City (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at par plus accrued interest to the date fixed for redemption; provided, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

THE BONDS maturing on August 1, 20__ and August 1, 20__ (collectively, the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing on August 1, 20__ *	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$ _____
August 1, 20__	\$ _____
August 1, 20__ *	\$ _____ *

*Final Maturity

Bonds Maturing on August 1, 20__ *	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	\$ _____
August 1, 20__	\$ _____
August 1, 20__ *	\$ _____ *

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NO LESS THAN 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Certificate Ordinance.

DURING ANY PERIOD in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Certificate Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption

and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered Certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificate.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be

performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's Utility System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the net revenues of the City's Utility System, which amount shall not exceed \$10,000 all as provided in the Certificate Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Secretary, City of Hutto, Texas

Mayor, City of Hutto, Texas

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

BOKF, NA

Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the within
Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this
Certificate in every particular, without
alteration or enlargement or any change
whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS**

B-7

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

STATEMENT OF INSURANCE

[To be inserted if insurance is obtained]

INSERTIONS FOR THE INITIAL CERTIFICATE

The Initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted (with all blanks to be completed with information contained in the Pricing Certificate.

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Hutto, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Principal</u> <u>Amount</u>	<u>Maturity</u> <u>()</u>	<u>Interest</u> <u>Rate</u>	<u>Principal</u> <u>Amount</u>	<u>Maturity</u> <u>()</u>	<u>Interest</u> <u>Rate</u>
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(Information from the Pricing Certificate to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from November __, 2019 the initial date of delivery of the Certificates, at the respective Interest Rate per annum specified above. Interest is payable on February 1, 2020 and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter

defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

EXHIBIT C

INSURANCE COMMITMENT LETTER

[See Separate Tab of this Transcript]

Regular City Council
AGENDA ITEM
10.H.



To: Regular City Council
Subject: Consideration and possible action on the first reading of an ordinance amending the City of Hutto Code Of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A3.000, Solid Waste Collection.(Michel Sorrell)
Meeting: Regular City Council - 05 Sep 2019
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

On August 15, 2019 City Council approved a Resolution to authorize the City Manager to execute a contract amendment with ACDI Clawson Disposal, Inc.

This ordinance amends the Code of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A3.000, Solid Waste Collection to reflect the contract changes. (Exhibit A is the red-lined version and Exhibit B is the clean version).

FINANCIAL IMPACT:

Solid waste is collected by ACDI Clawson Disposal, Inc. but is reflected through the City's utility billing system. The fees are collected from utility customers and passed on to ACDI Clawson Disposal, Inc. The City receives an administrative fee for the use of our billing system.

RECOMMENDATION:

Staff recommends the first reading of the ordinance.

ATTACHMENTS:

[Fee Schedule - Ordinance 2019-10-17](#)

[Exhibit A Fee Schedule DRAFT - Solid Waste Increase Redline 10.17.2019](#)

[Exhibit B Fee Schedule DRAFT - Solid Waste Increase Clean 10.17.2019](#)

ORDINANCE NO. _____

AN ORDINANCE PRESCRIBING CERTAIN FEES FOR THE CITY HUTTO, AMENDING ALL APPLICABLE ORDINANCES AND OTHER INSTRUMENTS; PROVIDING FOR A SCHEDULE OF FEES AND CHARGES; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the City of Hutto (“City”) and Al Clawson Disposal, Inc. (“Clawson”) have a mutual intent and understanding with respect to the collection and disposal of solid waste and recycling services for the City; and

WHEREAS, the City recognizes the need for collection and disposal of solid waste and recycling services and Clawson possesses the resources and expertise to deliver said services to the City; and

WHEREAS, the City and Clawson wish to enter into an agreement outlining their mutual understanding and agreement to work cooperatively and in good faith in respect to collection and disposal of solid waste and recycling services for the City by Clawson

WHEREAS, it is recognized that the existing ordinances covering the various rates, fees and charges are numerous and it is the purpose and intent of this ordinance to amend all of said prior ordinance so as to set forth the rate and fee schedules as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION 1.0 **Exhibit “B”** which is attached to this Ordinance as a reference and is incorporated into this Ordinance as presented, lists each of the specific fees and charges authorized by the City Council.

SECTION 2.0 All fees and charges specified in **Exhibit “B”** shall be in effect as of **February 1, 2016**, unless otherwise noted in **Exhibit “B”**.

SECTION 3.0 All ordinances heretofore adopted by this City covering the fees and charges as set forth in the ordinance be and each of said ordinances is hereby amended so as to incorporate therein the applicable fees as set forth and contained in **Exhibit “B”** of this ordinance.

SECTION 4.0 If any sentence, phrase, paragraph or other part of this ordinance should be held to be invalid by a court of competent jurisdiction such holding of invalidity shall not effect the remainder of this ordinance and all portions of this ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 5.0 All other terms and conditions contained in the amended ordinances, except as amended herein and hereby shall continue and remain in full force and effect.

SECTION 6.0 **Publication.** The City Secretary of the City of Hutto, Texas is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION 7.0 **Open Meetings Clause.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and APPROVED on first reading on this the **17th** day of **October, 2019**, at a regular meeting of the City Council of the City of Hutto, Texas.

READ, APPROVED and ADOPTED on second and final reading on this the **7th** day of **November, 2019**, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Doug Gaul, Mayor
Date Signed: _____

ATTEST:

SEAL

By: _____
Lacie Hale, City Secretary

EXHIBIT “B”

FEE SCHEDULE

October 17, 2019

Article A1.000	Development Services, Engineering and Construction	A-3
Article A2.000	Public Safety	A-9
Article A3.000	Public Works	A-11
Article A4.000	Public Facility Rentals	A-11
Article A5.000	Utilities	A-14
Article A6.000	Business	A-19
Article A7.000	Library	A-20
Article A8.000	Miscellaneous	A-20

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ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

(a) Zoning fees.

- (1) Temporary use permits: \$300.00.
- (2) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (3) Planned unit developments (PUD): \$2,750.00 up to 20 acres. \$100.00 for each additional 5 acres.
- (4) Planned Unit Development (PUD) amendment: 75% of regular planned unit development (PUD) fee,
- (5) Zoning variance: \$400.00.
- (6) Development Agreements: \$1,000.00.
- (7) Form Based Code Submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (8) Form based code amendment: 75% of regular Form based code submittal fee.
- (9) Annexation (voluntary); \$500.00
- (10) Specific use permit: \$500.00.
- (11) Zoning verification letter: \$50.00.**
- (12) Warrant (Historic District only): \$100.00.**
- (13) Traffic Impact Analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
- (14) Technology Fee: \$25.00 except where indicated by **.

*Notices–Written notice of each public hearing before the Planning and Zoning Commission on a proposed change in a zoning classification or a specific use permit shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within a 200-foot radius of the affected area. All application fees include the initial notification fees. However, subsequent notifications will be charged to the applicant prior to making each additional notice at the rate of \$5 per notice. For large scale projects with over 50 mailed notices, an additional fee of \$1.00 per letter shall be charged for each mailing.

(b) Appeals.

- (1) Administrative Appeal (Zoning Board of Adjustment): \$500.00.**
- (2) All other Appeals (City Council): \$150.00.**

(c) Subdivision fees.

- (1) Development assessment review: \$1,100.00.

- (2) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
 - (3) Major subdivision preliminary plat revision: 75% of regular Major subdivision preliminary plat fee.
 - (4) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
 - (5) Plat vacation: \$500.00.
 - (6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
 - (7) Major/Minor plat recordation processing fee: \$50 plus Williamson County plat recordation fees.**
 - (8) Minor/short form final plat: \$500.00.
 - (9) Right of Way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00* Requires amendment plat.
 - (10) GIS Fee: \$25.00.**
 - (11) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
 - (12) Plan extension request (1 year extension): \$250.00.**
 - (13) Subdivision public improvements/construction plan review: \$100.00/acre.
 - (14) Legal lot determination: \$50.00.**
 - (15) Subdivision variance: \$300.00.
 - (16) Traffic Impact Analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
 - (17) Technology Fee: \$25.00 except where indicated by **.
 - (18) Service Extension Request Application Fees:
 - (A) Request not requiring city participation: \$200.00
 - (B) Request requiring city participation: \$500.00
 - (C) Technology Fee: \$25.00
- (d) Development fees.
- (1) Parkland development fee:
 - (A) Residential: \$500.00 per unit.

(B) Non-residential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.

(2) Parkland fee-in-lieu of land dedication fees:

(A) Residential:

Single-Family: \$300.00 per unit

Multi-Family: \$175.00 per unit

(e) Site plan fees.

- (1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.

(A) Technology fee: \$25.00.

- (2) Site Inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.

- (3) Site inspection fee (public improvements only): 3% of cost of public improvements

- (4) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.

- (5) Fire review fees shall be established by the Williamson County Emergency Services District No. 3.

- (6) Right-of-way use permit fees, driveway/flatwork/sidewalk/curb-cut only:

(A) \$100.00 application fee.

(B) \$65.00 inspection fee.

(C) Technology Fee: \$5.00.

- (7) Right-of-way use permit fees:

(A) \$500.00 application fee (applied to inspection fee)

(B) \$500.00 or 3% of construction cost inspection fee, whichever is greater

- (8) Clearing and grading permit fees:

(A) Application Fee: \$100.00

(B) Technology Fee: \$7.00

(f) Building plan review fees:

- (1) New residential building permit fee: \$1,600.00 flat fee.

- (2) Residential addition building permit fee: \$25.00
- (3) Commercial: 65% of Commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (4) Certificate of appropriateness (Historic District only):
 - (A) \$30.00 minor projects
 - (B) \$250.00 major projects (i.e., new construction)
 - (C) Technology fee: \$7.00.
- (g) Building permit fees. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building Valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the Building Group and Construction Type.
- (1) New Commercial/Residential Addition/Commercial Addition/Commercial Remodel permit fees: Includes required inspections, re-inspections are an additional fee.

<u>Estimated Valuation</u>	<u>Fee</u>
\$1.00 to \$5,000.00	\$25
\$5,001.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$99.69 for the first \$10,000 plus \$7.70 for each additional \$1,000
\$25,001.00 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000
\$50,001.00 to \$100,000.00	\$354.19 for the first \$50,000 plus \$3.85 for each additional \$1,000
\$100,001.00 to \$500,000.00	\$546.69 for the first \$100,000 plus \$3.08 for each additional \$1,000
\$500,001.00 to \$1,000,000.00	\$1,778.69 for the first \$500,000 plus \$2.62 for each additional \$1,000
\$1,000,001.00 and up	\$3,088.69 for the first \$1,000,000 plus \$1.74 for each additional \$1,000

(A) Re-inspections: \$65 each. After 3rd failed inspection, must wait 2 days for re-inspection and re-inspection is \$100.00.

(B) Technology fee

- (1) Residential building permit: \$10.00
- (2) Commercial building permit: \$20.00

(2) Miscellaneous permits/inspections by type.

- (A) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.
- (B) Move-in permit fee (modular structure): \$150.00.
- (C) Demolition:
 - (1) Residential: \$50.00.
 - (2) Commercial: \$150.00.
- (D) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Re-inspections are an additional fee.
- (E) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00, plus required inspection(s) fees. Re-inspections are an additional fee.
- (F) Pool permit (in ground): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Re-inspections are an additional fee.
- (G) Pool permit (above ground, over 24" tall): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Re-inspections are an additional fee.
- (H) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Re-inspections are an additional fee.
- (I) Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
- (J) Tree removal permit**
 - (1) Undeveloped or redevelopment site:
 - (i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - (2) Developed site:
 - (i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- (K) HUD-code manufactured home fees.
 - (1) Permit application fee: \$100.00. (2004 Code, sec. 3.902)
 - (2) License application or renewal fees: \$50.00.

- (3) License transfer fee: \$50.00.

(2004 Code, sec. 3.903)

(L) Sign permits.

(1) Regular signs (on buildings or freestanding).

- (i) Signs meeting code requirements, fee due upon application: \$5.00 per sq. foot of facing.

- (ii) Sign master plan application fee: \$100.00.

(2) Signs requiring variances.

- (i) Processing fee: \$100.00.

- (ii) If variance approved: \$15.00 per square foot of facing.

- (iii) If variance approved for sign master plan: \$10.00 per square foot of facing.

(3) Temporary signs.

- (i) Temporary Commercial Signage, per sign: \$50.00.

- (ii) A-Frame Sign: \$30.00 (1 year).

- (iii) Public Information Sign: Permit required; no fee.**

- (iv) Political sign: No permit required; no fee.**

- (M) Certificate of Occupancy (change of commercial tenant or ownership): \$50.00.

- (N) Temporary Certificate of Occupancy: \$250.00 per issuance.

- (O) Occupation of a structure prior to issuance of a Certificate of Occupancy: \$100.00 per day of occupancy prior to issuance of a Certificate of Occupancy.

- (P) Temporary job/construction trailer: \$30.00.

- (Q) Remodel-Residential: \$50.00 plus required inspection(s) fees. Re-Inspections are an additional fee. (No Plan Review fee required)

- (R) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.

- (S) All inspections and re-inspections not listed above: \$50.00 each.** After 3rd failed inspection, must wait 2 days for re-inspection and re-inspection is \$100.00.

(h) Map and Plan Documents.

(1) Printed map products.

- (A) Black and white or color map.
 - (i) 8.5" x 11": \$5.00.
 - (ii) 11" x 17": \$10.00.
 - (iii) 34" x 48": \$20.00.
- (B) Map tube: \$2.00.
- (C) Postage: \$4.00 depending on additional postage fees.
- (D) 2-day request: \$40.00.
- (E) As-built plans (24" x 36"): \$10.00.
- (2) GIS/CD/e-mail products.
 - (A) PDF file: \$10.00.
 - (B) JPG file: \$10.00.
 - (C) CD: \$15.00.
 - (D) DVD/Other: \$15.00.
 - (E) Postage: \$4.00 depending on additional postage fees.
 - (F) Shape file.
 - (i) Each layer: \$35.00.
 - (ii) Parcel layer: \$70.00.
 - (G) Aerial.
 - (i) Individual panels (per panel): \$35.00.
 - (ii) All panels: \$860.00.
 - (H) As-built plans (electronic): \$25.00.
- (3) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the Planning Director, the customer will be charged on a per hour basis. \$75 for the first hour, \$35 for each additional hour.

ARTICLE A2.000 PUBLIC SAFETY

- (a) Police.
 - (1) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.

- (2) Accident reports, per report: \$6.00.
- (3) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.
- (4) Alarm fees: State law. Amount allowable under SB 568.
- (5) Business alarm permits (annual fee): \$50.00.
- (6) Residential alarm permits (annual fee): \$25.00.
- (b) Animal control. Ordinance 10-003-00. All fees set forth shall apply as adopted by the Williamson County Commissioner's Court for the Regional Animal Shelter, as amended.
 - (1) Dog registration for sterilized animal, per tag: \$5.00.
 - (2) Dog registration for unsterilized animal, per tag: \$10.00.
 - (3) Impoundment fee, registered: \$30.00.
 - (4) Impoundment fee, unregistered: \$60.00.
 - (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
 - (6) Holding fee, per day: \$10.00.
 - (7) Rabies vaccination, per animal: \$15.00.
 - (8) Pick up deceased owner animal, per animal: \$25.00.
 - (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
 - (10) Additional drop-off fee with litter, per occurrence: \$25.00.
- (c) Traffic fines. The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.
 - (1) Maximum fines. The maximum fine for most municipal court cases is as follows:
 - (A) Traffic Violations: \$200
 - (i) \$200 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.
 - (ii) Additional fee applies if speeding in a school zone.
 - (B) Penal Violations: \$500
- (d) City Ordinances. As stated in Chapter 1, Section 1.01.009 of the Code, the City Council may establish the following penalties:

- (1) A fine up to \$2,000 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
 - (2) A fine up to \$4,000 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse (*Ordinance O-15-12-17-6F*); and
 - (3) A fine up to \$500 for all other city violations.
- (e) Unlawful Passing of School Buses. Unlawfully passing a school bus is punishable by a fine of \$500–\$1250 for first offense, or \$1,000–\$2,000 for second or subsequent offense.
 - (f) Failure to Maintain Motor Vehicle Liability Insurance. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175 or more than \$350; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350 or more than \$1000.
 - (g) Parked in Handicap Zone. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500 or more than \$750; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550 or more than \$800; and if that person has been convicted three times of this offense, a fine of not less than \$800 or more than \$1100.
 - (h) Time Payment Fee (Chapter 51 of Government Code Sec. 51.921). Municipal Court shall collect a fee of \$25.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date Judgment is entered.
 - (j) Food sanitation fees (25 Texas Administrative Code Sec. 229.161-171, 229.173-175) Fees under this subsection are to be reviewed and regulated by the Williamson County and Cities Health District.

ARTICLE A3.000 PUBLIC WORKS

(a) Solid waste collection.

- (1) Monthly fees are based on cart selection. Bulky waste pick-up is not included with the 65 gallon solid waste cart selection.

	95 gal. Solid Waste	95 gal. Solid Waste	65 gal. Solid Waste	65 gal. Solid Waste
	95 gal. Recycling	65 gal. Recycling	95 gal. Recycling	65 gal. Recycling
Solid Waste	\$11.37	\$11.37	\$9.79	\$9.79
Recycling	\$4.37	\$3.61	\$4.37	\$3.61
Bulky Waste	\$0.52	\$0.52	n/a	n/a
Street Maintenance (6%)	\$0.98	\$0.93	\$0.85	\$0.81
Sales Tax (8.25%)	\$1.43	\$1.36	\$1.24	\$1.18
Total Monthly Cost	\$18.67	\$17.79	\$16.25	\$15.39

- (2) Additional carts: 50% of monthly rate
- (3) Tenant clean out (includes up to 10 cubic yards): \$150.00
- (4) Additional pick-up request (includes up to 3 cubic yards or 6 carts): \$8.75 per pick-up

(Ordinance _____ adopted 1/21/16)

- (b) Assessments. Lot cleanup: Actual cost plus \$100.00 administrative fee.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A4.000 PUBLIC FACILITY RENTALS

- (a) Facilities and equipment rental. Rental procedures and forms will be set and made available through the Parks and Recreation department. Resident and nonresident individuals, club, organizations or businesses may rent parks and recreation facilities and athletic fields, when available, for a fee per function as follows:

(1) Park Facilities:

	Resident	Nonresident	Non-Profit	Deposit
Pavilions (2 Hour Minimum)				
Fritz Park	\$20.00 / hour	\$30.00 / hour	\$10.00 / hour	\$100.00
Hutto Lake Park	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Country Estate Park	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Glenwood Splash Pad	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Saul House				
Full Day (4+ hours)	\$300.00 / day	\$400.00 / day	\$150/day	\$100.00
Half Day (1-3 hours)	\$75.00 / hour	\$150.00 / hour	\$40/hour	\$100.00
Gin at the Co-Op				
Full Day (4+ hours)	\$500.00	\$600.00 / day	\$300.00 / day	\$250.00
Half Day (1-3 hours)	\$100.00 / hour	\$200.00 / hour	\$50.00 / hour	\$250.00
Special Event Co-Op Grounds Fee (combine with Gin rental)	\$250.00/day	\$250.00/day	\$250.00/day	N/A
Meeting Room (2 hour minimum)				
Per Hour	\$25.00	\$30.00	\$10.00	\$100.00

(2) Athletic Field Rental Fees:

Rental Type	Resident	Nonresident	Deposit
Tournaments: per field per day			
Holmstrom Field	\$250.00 / day	\$350.00 / day	\$400.00
Old Hippo Stadium	\$250.00 / day	\$350.00 / day	\$400.00
Fritz Park Youth Baseball Field	\$125.00 / day	\$225.00 / day	\$200.00
Fritz Park Youth Softball Field	\$125.00 / day	\$225.00 / day	\$200.00
Creekside Field 1-4	\$125.00 / day	\$225.00 / day	\$200.00
Clinics, practices, games: per field per hour			
Holmstrom Field	\$50.00 / hour	\$75.00 / hour	\$100.00
Old Hippo Stadium	\$50.00 / hour	\$75.00 / hour	\$100.00
Fritz Park Youth Baseball Field	\$25.00 / hour	\$50.00 / hour	\$100.00
Fritz Park Youth Softball Field	\$25.00 / hour	\$50.00 / hour	\$100.00
Creekside Field 1-4	\$25.00 / hour	\$50.00 / hour	\$100.00
Other fees			
Light fee	\$25.00 / hour	\$25.00 / hour	N/A
Concession Stand (If available)	\$50.00/day	\$75.00/day	N/A
PARD staff fee, per person	\$25.00 / hour	\$25.00 / hour	N/A

- a. A security deposit shall be required to rent city parks and recreation facilities and athletic fields. Upon inspection and determination that facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.
- b. A per hour, per staff member fee will be charged to the renter if it is necessary that a city employee be present during usage.

(3) Equipment:

- a. Recreation equipment can be obtained from the parks and recreation department, if available, in conjunction with a paid facility rental and deposit.

Type of Equipment	Resident	Nonresident
Recreation Kit	\$25.00 / day	\$30.00 / day

(b) Youth sports association facility fees.

- (1) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. The fee may be no less than \$1.00 per participant. .
- (2) All youth associations will be required to pay no less than a \$5.00 non-resident fee per season for each non-resident child in the association.
- (3) A formal agreement, approved by the City of Hutto City Council, with each sports association may establish a separate fee schedule.

(c) Recreation program fees.

- (1) All recreation program fees are set by the Recreation Manager and approved by the Director of Parks and Recreation on a case-by-case basis. Non-residents shall pay a \$5.00 surcharge per class.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A5.000 UTILITIES

- (a) Deposits for all water and wastewater accounts per connection. If average monthly consumption is found to be in excess of the minimum, the customer may be assessed an additional deposit as determined by the city manager.

(1) Water and wastewater, per customer:

- (A) Good payment history: \$0.* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.
- (B) Average payment history: \$150.**
- (C) Poor payment history: \$250.**

*\$150 deposit will be charged for any customer without a deposit who is disconnected for non-payment.

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(2) Wastewater only:

(A) Good payment history: \$0* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.

(B) Average payment history: \$100**

(C) Poor payment history: \$200**

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(3) Non-residential:

Non-residential deposits are outlined in Article 13, Section 13.02.037 in the Code of Ordinances. The minimum non-residential deposit is equal to the residential deposit.

(4) Temporary meters, per meter: \$1,500.00.

(b) Connection fees.

(1) Water:

(A) 5/8" and 3/4" meter: \$600.00;

(B) 1" meter: \$750.00;

(C) 1-1/2" meter: \$1,100.00;

(D) 2" meters: \$1,300.00;

(E) Above 2" meters: Actual meter costs plus \$300.00.

(2) Wastewater:

(A) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.

(B) Above 8" meters: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

(c) Other service charges.

(1) New account charge/transfer account charge: \$35.00.

(2) Disconnection/reconnection fee due to nonpayment: \$50.00. (Jonah and Manville customers will be assessed an additional \$50 fee).

(3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.

(4) Meter reread charge: \$25.00.

- (5) Tampering with a locking device: \$250.00.
- (d) Impact fees. For plats recorded prior to February 1, 2013.
- (1) Water, per service unit equivalent: \$4,363.00.
- (2) Wastewater, per service unit equivalent: \$1,068.00.
- (e) Impact fees. For plats recorded after February 1, 2013.
- (1) Water, per service unit equivalent: \$3,625.00.
- (2) Wastewater, per service unit equivalent: \$2,128.00.
- (f) Retail water/wastewater/drainage rates. Outside city rates are 1.15 times inside city rates.

Water

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1274.39	\$1465.55

Volume Rate (per 1,000 gallons)

Single-Family Residential

<u>Monthly use between:</u>	<u>Inside City</u>	<u>Outside City</u>
0 to 5,000 gals	\$7.82	\$9.00
5,001 to 12,000 gals	\$8.50	\$9.78
12,001 to 25,000 gals	\$8.90	\$10.24
25,001 gals or more	\$9.70	\$11.16

Non-residential, all consumption	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

Wastewater

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$25.31	\$29.11
1" meter	\$39.49	\$43.68
1-1/2" meter	\$63.29	\$72.78
2" meter	\$126.56	\$145.56
3" meter	\$202.50	\$232.88
4" meter	\$405.01	\$465.75
6" meter	\$632.83	\$727.76
8" meter	\$1265.66	\$1455.51
Volume Rate (per 1,000 gallons)		
Residential*	\$6.33	\$7.28
Non-residential**	\$7.28	\$8.36

Monthly Rate (volume and demand)

Flat Rate Customers	\$60.38	\$69.43
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*Based on winter water use average.

**Based on monthly water meter readings. Non-residential customers with a 5/8" or 3/4" water meter will continue to base their bill on winter water use average unless a separate irrigation meter is installed. Wastewater only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with Section 13.02.039 and disconnection for nonpayment.

Drainage Fee: \$4.00 per customer account per month.

(g) Unmetered fire protection systems per connection. Minimum charge per month, per service size:

(1) 2-inch: \$8.00.

(2) 6-inch: \$20.00.

(3) 8-inch: \$30.00.

(h) Bulk water rate. Per 1,000 gallons: \$3.50.

(Ordinance 08-026-00 adopted 10/2/08)

(i) Drought contingency plan.

(1) Water allocation surcharges for stage 6 response.

(A) Single-family residential customers:

(i) \$10.00 for the first 1,000 gallons over allocation.

(ii) \$15.00 for the second 1,000 gallons over allocation.

(iii) \$20.00 for the third 1,000 gallons over allocation.

(iv) \$25.00 for each additional 1,000 gallons over allocation.

(B) Master-metered multifamily residential customers:

(i) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

(ii) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

(iii) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

(iv) \$25.00 thereafter for each additional 1,000 gallons over allocation.

(C) Commercial customers:

(i) Customers whose allocation is 0 gallons through 3,000 gallons per month:

a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.

c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

(ii) Customers whose allocation is 3,000 gallons per month or more:

- a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, “block rate” means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer’s allocation.

(D) Industrial customers:

- (i) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (ii) Customers whose allocation is 3,000 gallons per month or more:
 - a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, “block rate” means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer’s allocation.

(2004 Code, sec. 13.410)

- (2) Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00. (2004 Code, sec. 13.411)

ARTICLE A6.000 BUSINESS

- (a) Wine and beer retailer permit: \$25.00.
- (b) Peddler, Solicitors, Distributors, Itinerant Vendors and Mobile Street Vendors
 - (1) Peddler/Solicitor: \$25.00 for each person permitted.
 - (2) Distributor: \$25.00 for each person or group of persons.
 - (3) Itinerant Vendors/Mobile Street Vendors
 - a) 14 day permit: \$25.00 fee
 - b) 30 day permit: \$35.00 fee
 - c) 90 day permit: \$75.00 fee
 - d) 180 day permit: \$100.00 fee

(Ordinance O-14-06-19-6A adopted 6/19/14)

ARTICLE A7.000 LIBRARY

- (a) Library cards.
 - (1) Non-resident.
 - (A) Family: No family cards.
 - (B) Individual: People not living or owning property within the City of Hutto limits or Hutto ISD boundaries may obtain a library card for \$10 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

(Ordinance O-15-03-05-7D)

- (2) Replacement.
 - (A) For 1st replacement: \$1.00.
 - (B) All additional replacement cards: \$5.00.
- (b) Copy/Print & Fax
 - (1) Black and white copy/print, per impression: \$0.10.
 - (2) Color copy/print, per impression: \$0.25.
 - (3) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local faxes and \$2 for the first page and \$0.50 each for subsequent pages if sending it to a long-distance fax number within the U.S. No international fax allowed.

(c) Fines and fees.

- (1) Overdue books, per day up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.
- (2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.

(d) Interlibrary loan: Cost of return postage.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A8.000 MISCELLANEOUS

(a) Special events permit application fee: \$50.00. (Ordinance 2006-25 adopted 5/15/06)

(b) Street closure permit application fee: \$25.00. (Ordinance 2006-24 adopted 5/15/06)

(c) Fireworks display permit application fee: \$40.00. (2004 Code, sec. 5.105)

(d) Film application fee: \$50.00

- (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
- (2) Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
- (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
- (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
- (5) Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.

(e) Brush collection by city after storm.

- (1) Minimum: \$15.00.
- (2) Additional time in increments of five minutes: \$5.00.

(2004 Code, sec. 6.311)

(f) Returned check fee (for any city payment): \$30.00.

(g) Credit card processing fee, per transaction: \$1.00.

(Ordinance 08-026-00 adopted 10/2/08)

EXHIBIT “B”

FEE SCHEDULE

October 17, 2019

Article A1.000	Development Services, Engineering and Construction	A-3
Article A2.000	Public Safety	A-9
Article A3.000	Public Works	A-11
Article A4.000	Public Facility Rentals	A-11
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Article A8.000	Miscellaneous	A-20

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ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

(a) Zoning fees.

- (1) Temporary use permits: \$300.00.
- (2) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (3) Planned unit developments (PUD): \$2,750.00 up to 20 acres. \$100.00 for each additional 5 acres.
- (4) Planned Unit Development (PUD) amendment: 75% of regular planned unit development (PUD) fee,
- (5) Zoning variance: \$400.00.
- (6) Development Agreements: \$1,000.00.
- (7) Form Based Code Submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (8) Form based code amendment: 75% of regular Form based code submittal fee.
- (9) Annexation (voluntary); \$500.00
- (10) Specific use permit: \$500.00.
- (11) Zoning verification letter: \$50.00.**
- (12) Warrant (Historic District only): \$100.00.**
- (13) Traffic Impact Analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
- (14) Technology Fee: \$25.00 except where indicated by **.

*Notices–Written notice of each public hearing before the Planning and Zoning Commission on a proposed change in a zoning classification or a specific use permit shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within a 200-foot radius of the affected area. All application fees include the initial notification fees. However, subsequent notifications will be charged to the applicant prior to making each additional notice at the rate of \$5 per notice. For large scale projects with over 50 mailed notices, an additional fee of \$1.00 per letter shall be charged for each mailing.

(b) Appeals.

- (1) Administrative Appeal (Zoning Board of Adjustment): \$500.00.**
- (2) All other Appeals (City Council): \$150.00.**

(c) Subdivision fees.

- (1) Development assessment review: \$1,100.00.

- (2) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
 - (3) Major subdivision preliminary plat revision: 75% of regular Major subdivision preliminary plat fee.
 - (4) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
 - (5) Plat vacation: \$500.00.
 - (6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
 - (7) Major/Minor plat recordation processing fee: \$50 plus Williamson County plant recordation fees.**
 - (8) Minor/short form final plat: \$500.00.
 - (9) Right of Way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00* Requires amendment plat.
 - (10) GIS Fee: \$25.00.**
 - (11) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
 - (12) Plan extension request (1 year extension): \$250.00.**
 - (13) Subdivision public improvements/construction plan review: \$100.00/acre.
 - (14) Legal lot determination: \$50.00.**
 - (15) Subdivision variance: \$300.00.
 - (16) Traffic Impact Analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
 - (17) Technology Fee: \$25.00 except where indicated by **.
 - (18) Service Extension Request Application Fees:
 - (A) Request not requiring city participation: \$200.00
 - (B) Request requiring city participation: \$500.00
 - (C) Technology Fee: \$25.00
- (d) Development fees.
- (1) Parkland development fee:
 - (A) Residential: \$500.00 per unit.

(B) Non-residential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.

(2) Parkland fee-in-lieu of land dedication fees:

(A) Residential:

Single-Family: \$300.00 per unit

Multi-Family: \$175.00 per unit

(e) Site plan fees.

- (1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.

(A) Technology fee: \$25.00.

- (2) Site Inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.

- (3) Site inspection fee (public improvements only): 3% of cost of public improvements

- (4) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.

- (5) Fire review fees shall be established by the Williamson County Emergency Services District No. 3.

- (6) Right-of-way use permit fees, driveway/flatwork/sidewalk/curb-cut only:

(A) \$100.00 application fee.

(B) \$65.00 inspection fee.

(C) Technology Fee: \$5.00.

- (7) Right-of-way use permit fees:

(A) \$500.00 application fee (applied to inspection fee)

(B) \$500.00 or 3% of construction cost inspection fee, whichever is greater

- (8) Clearing and grading permit fees:

(A) Application Fee: \$100.00

(B) Technology Fee: \$7.00

(f) Building plan review fees:

- (1) New residential building permit fee: \$1,600.00 flat fee.

- (2) Residential addition building permit fee: \$25.00
- (3) Commercial: 65% of Commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (4) Certificate of appropriateness (Historic District only):
 - (A) \$30.00 minor projects
 - (B) \$250.00 major projects (i.e., new construction)
 - (C) Technology fee: \$7.00.
- (g) Building permit fees. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building Valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the Building Group and Construction Type.
- (1) New Commercial/Residential Addition/Commercial Addition/Commercial Remodel permit fees: Includes required inspections, re-inspections are an additional fee.

<u>Estimated Valuation</u>	<u>Fee</u>
\$1.00 to \$5,000.00	\$25
\$5,001.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$99.69 for the first \$10,000 plus \$7.70 for each additional \$1,000
\$25,001.00 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000
\$50,001.00 to \$100,000.00	\$354.19 for the first \$50,000 plus \$3.85 for each additional \$1,000
\$100,001.00 to \$500,000.00	\$546.69 for the first \$100,000 plus \$3.08 for each additional \$1,000
\$500,001.00 to \$1,000,000.00	\$1,778.69 for the first \$500,000 plus \$2.62 for each additional \$1,000
\$1,000,001.00 and up	\$3,088.69 for the first \$1,000,000 plus \$1.74 for each additional \$1,000

(A) Re-inspections: \$65 each. After 3rd failed inspection, must wait 2 days for re-inspection and re-inspection is \$100.00.

(B) Technology fee

- (1) Residential building permit: \$10.00
- (2) Commercial building permit: \$20.00

(2) Miscellaneous permits/inspections by type.

- (A) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.
- (B) Move-in permit fee (modular structure): \$150.00.
- (C) Demolition:
 - (1) Residential: \$50.00.
 - (2) Commercial: \$150.00.
- (D) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Re-inspections are an additional fee.
- (E) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00, plus required inspection(s) fees. Re-inspections are an additional fee.
- (F) Pool permit (in ground): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Re-inspections are an additional fee.
- (G) Pool permit (above ground, over 24" tall): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Re-inspections are an additional fee.
- (H) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Re-inspections are an additional fee.
- (I) Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
- (J) Tree removal permit**
 - (1) Undeveloped or redevelopment site:
 - (i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - (2) Developed site:
 - (i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- (K) HUD-code manufactured home fees.
 - (1) Permit application fee: \$100.00. (2004 Code, sec. 3.902)
 - (2) License application or renewal fees: \$50.00.

- (3) License transfer fee: \$50.00.
(2004 Code, sec. 3.903)
- (L) Sign permits.
 - (1) Regular signs (on buildings or freestanding).
 - (i) Signs meeting code requirements, fee due upon application: \$5.00 per sq. foot of facing.
 - (ii) Sign master plan application fee: \$100.00.
 - (2) Signs requiring variances.
 - (i) Processing fee: \$100.00.
 - (ii) If variance approved: \$15.00 per square foot of facing.
 - (iii) If variance approved for sign master plan: \$10.00 per square foot of facing.
 - (3) Temporary signs.
 - (i) Temporary Commercial Signage, per sign: \$50.00.
 - (ii) A-Frame Sign: \$30.00 (1 year).
 - (iii) Public Information Sign: Permit required; no fee.**
 - (iv) Political sign: No permit required; no fee.**
- (M) Certificate of Occupancy (change of commercial tenant or ownership): \$50.00.
- (N) Temporary Certificate of Occupancy: \$250.00 per issuance.
- (O) Occupation of a structure prior to issuance of a Certificate of Occupancy: \$100.00 per day of occupancy prior to issuance of a Certificate of Occupancy.
- (P) Temporary job/construction trailer: \$30.00.
- (Q) Remodel-Residential: \$50.00 plus required inspection(s) fees. Re-Inspections are an additional fee. (No Plan Review fee required)
- (R) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.
- (S) All inspections and re-inspections not listed above: \$50.00 each.** After 3rd failed inspection, must wait 2 days for re-inspection and re-inspection is \$100.00.
- (h) Map and Plan Documents.

- (1) Printed map products.
 - (A) Black and white or color map.
 - (i) 8.5" x 11": \$5.00.
 - (ii) 11" x 17": \$10.00.
 - (iii) 34" x 48": \$20.00.
 - (B) Map tube: \$2.00.
 - (C) Postage: \$4.00 depending on additional postage fees.
 - (D) 2-day request: \$40.00.
 - (E) As-built plans (24" x 36"): \$10.00.
- (2) GIS/CD/e-mail products.
 - (A) PDF file: \$10.00.
 - (B) JPG file: \$10.00.
 - (C) CD: \$15.00.
 - (D) DVD/Other: \$15.00.
 - (E) Postage: \$4.00 depending on additional postage fees.
 - (F) Shape file.
 - (i) Each layer: \$35.00.
 - (ii) Parcel layer: \$70.00.
 - (G) Aerial.
 - (i) Individual panels (per panel): \$35.00.
 - (ii) All panels: \$860.00.
 - (H) As-built plans (electronic): \$25.00.
- (3) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the Planning Director, the customer will be charged on a per hour basis. \$75 for the first hour, \$35 for each additional hour.

ARTICLE A2.000 PUBLIC SAFETY

- (a) Police.
 - (1) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.

- (2) Accident reports, per report: \$6.00.
 - (3) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.
 - (4) Alarm fees: State law. Amount allowable under SB 568.
 - (5) Business alarm permits (annual fee): \$50.00.
 - (6) Residential alarm permits (annual fee): \$25.00.
- (b) Animal control. Ordinance 10-003-00. All fees set forth shall apply as adopted by the Williamson County Commissioner's Court for the Regional Animal Shelter, as amended.
- (1) Dog registration for sterilized animal, per tag: \$5.00.
 - (2) Dog registration for unsterilized animal, per tag: \$10.00.
 - (3) Impoundment fee, registered: \$30.00.
 - (4) Impoundment fee, unregistered: \$60.00.
 - (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
 - (6) Holding fee, per day: \$10.00.
 - (7) Rabies vaccination, per animal: \$15.00.
 - (8) Pick up deceased owner animal, per animal: \$25.00.
 - (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
 - (10) Additional drop-off fee with litter, per occurrence: \$25.00.
- (c) Traffic fines. The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.
- (1) Maximum fines. The maximum fine for most municipal court cases is as follows:
 - (A) Traffic Violations: \$200
 - (i) \$200 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.
 - (ii) Additional fee applies if speeding in a school zone.
 - (B) Penal Violations: \$500

- (d) City Ordinances. As stated in Chapter 1, Section 1.01.009 of the Code, the City Council may establish the following penalties:
- (1) A fine up to \$2,000 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
 - (2) A fine up to \$4,000 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse (*Ordinance O-15-12-17-6F*); and
 - (3) A fine up to \$500 for all other city violations.
- (e) Unlawful Passing of School Buses. Unlawfully passing a school bus is punishable by a fine of \$500–\$1250 for first offense, or \$1,000–\$2,000 for second or subsequent offense.
- (f) Failure to Maintain Motor Vehicle Liability Insurance. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175 or more than \$350; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350 or more than \$1000.
- (g) Parked in Handicap Zone. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500 or more than \$750; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550 or more than \$800; and if that person has been convicted three times of this offense, a fine of not less than \$800 or more than \$1100.
- (h) Time Payment Fee (Chapter 51 of Government Code Sec. 51.921). Municipal Court shall collect a fee of \$25.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date Judgment is entered.
- (j) Food sanitation fees (25 Texas Administrative Code Sec. 229.161-171, 229.173-175) Fees under this subsection are to be reviewed and regulated by the Williamson County and Cities Health District.

ARTICLE A3.000 PUBLIC WORKS

- (a) Solid waste collection.

- (1) Monthly fees are based on cart selection. Bulky waste pick-up is not included with the 65 gallon solid waste cart selection.

	95 gal. Solid Waste	95 gal. Solid Waste	65 gal. Solid Waste	65 gal. Solid Waste
	95 gal. Recycling	65 gal. Recycling	95 gal. Recycling	65 gal. Recycling
Solid Waste	\$11.37	\$11.37	\$9.79	\$9.79
Recycling	\$4.37	\$3.61	\$4.37	\$3.61
Bulky Waste	\$0.52	\$0.52	n/a	n/a
Street Maintenance (6%)	\$0.98	\$0.93	\$0.85	\$0.81
Sales Tax (8.25%)	\$1.43	\$1.36	\$1.24	\$1.18
Total Monthly Cost	\$18.67	\$17.79	\$16.25	\$15.39

- (2) Additional carts: 50% of monthly rate

- (3) Tenant clean out (includes up to 10 cubic yards): \$150.00

(4) Additional pick-up request (includes up to 3 cubic yards or 6 carts): \$8.75 per pick-up

(Ordinance _____ adopted 1/21/16)

(b) Assessments. Lot cleanup: Actual cost plus \$100.00 administrative fee.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A4.000 PUBLIC FACILITY RENTALS

(a) Facilities and equipment rental. Rental procedures and forms will be set and made available through the Parks and Recreation department. Resident and nonresident individuals, club, organizations or businesses may rent parks and recreation facilities and athletic fields, when available, for a fee per function as follows:

(1) Park Facilities:

	Resident	Nonresident	Non-Profit	Deposit
Pavilions (2 Hour Minimum)				
Fritz Park	\$20.00 / hour	\$30.00 / hour	\$10.00 / hour	\$100.00
Hutto Lake Park	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Country Estate Park	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Glenwood Splash Pad	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Saul House				
Full Day (4+ hours)	\$300.00 / day	\$400.00 / day	\$150/day	\$100.00
Half Day (1-3 hours)	\$75.00 / hour	\$150.00 / hour	\$40/hour	\$100.00
Gin at the Co-Op				
Full Day (4+ hours)	\$500.00	\$600.00 / day	\$300.00 / day	\$250.00
Half Day (1-3 hours)	\$100.00 / hour	\$200.00 / hour	\$50.00 / hour	\$250.00
Special Event Co-Op Grounds Fee (combine with Gin rental)	\$250.00/day	\$250.00/day	\$250.00/day	N/A
Meeting Room (2 hour minimum)				
Per Hour	\$25.00	\$30.00	\$10.00	\$100.00

(2) Athletic Field Rental Fees:

Rental Type	Resident	Nonresident	Deposit
Tournaments: per field per day			
Holmstrom Field	\$250.00 / day	\$350.00 / day	\$400.00
Old Hippo Stadium	\$250.00 / day	\$350.00 / day	\$400.00
Fritz Park Youth Baseball Field	\$125.00 / day	\$225.00 / day	\$200.00
Fritz Park Youth Softball Field	\$125.00 / day	\$225.00 / day	\$200.00
Creekside Field 1-4	\$125.00 / day	\$225.00 / day	\$200.00
Clinics, practices, games: per field per hour			
Holmstrom Field	\$50.00 / hour	\$75.00 / hour	\$100.00
Old Hippo Stadium	\$50.00 / hour	\$75.00 / hour	\$100.00
Fritz Park Youth Baseball Field	\$25.00 / hour	\$50.00 / hour	\$100.00
Fritz Park Youth Softball Field	\$25.00 / hour	\$50.00 / hour	\$100.00
Creekside Field 1-4	\$25.00 / hour	\$50.00 / hour	\$100.00
Other fees			
Light fee	\$25.00 / hour	\$25.00 / hour	N/A

	Concession Stand (If available)	\$50.00/day	\$75.00/day	N/A
	PARD staff fee, per person	\$25.00 / hour	\$25.00 / hour	N/A

- a. A security deposit shall be required to rent city parks and recreation facilities and athletic fields. Upon inspection and determination that facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.
- b. A per hour, per staff member fee will be charged to the renter if it is necessary that a city employee be present during usage.

(3) Equipment:

- a. Recreation equipment can be obtained from the parks and recreation department, if available, in conjunction with a paid facility rental and deposit.

Type of Equipment	Resident	Nonresident
Recreation Kit	\$25.00 / day	\$30.00 / day

(b) Youth sports association facility fees.

- (1) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. The fee may be no less than \$1.00 per participant. .
- (2) All youth associations will be required to pay no less than a \$5.00 non-resident fee per season for each non-resident child in the association.
- (3) A formal agreement, approved by the City of Hutto City Council, with each sports association may establish a separate fee schedule.

(c) Recreation program fees.

- (1) All recreation program fees are set by the Recreation Manager and approved by the Director of Parks and Recreation on a case-by-case basis. Non-residents shall pay a \$5.00 surcharge per class.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A5.000 UTILITIES

- (a) Deposits for all water and wastewater accounts per connection. If average monthly consumption is found to be in excess of the minimum, the customer may be assessed an additional deposit as determined by the city manager.

(1) Water and wastewater, per customer:

- (A) Good payment history: \$0.* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.
- (B) Average payment history: \$150.**
- (C) Poor payment history: \$250.**

*\$150 deposit will be charged for any customer without a deposit who is disconnected for non-payment.

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(2) Wastewater only:

(A) Good payment history: \$0* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.

(B) Average payment history: \$100**

(C) Poor payment history: \$200**

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(3) Non-residential:

Non-residential deposits are outlined in Article 13, Section 13.02.037 in the Code of Ordinances. The minimum non-residential deposit is equal to the residential deposit.

(4) Temporary meters, per meter: \$1,500.00.

(b) Connection fees.

(1) Water:

(A) 5/8" and 3/4" meter: \$600.00;

(B) 1" meter: \$750.00;

(C) 1-1/2" meter: \$1,100.00;

(D) 2" meters: \$1,300.00;

(E) Above 2" meters: Actual meter costs plus \$300.00.

(2) Wastewater:

(A) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.

(B) Above 8" meters: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

(c) Other service charges.

(1) New account charge/transfer account charge: \$35.00.

(2) Disconnection/reconnection fee due to nonpayment: \$50.00. (Jonah and Manville customers will be assessed an additional \$50 fee).

(3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.

- (4) Meter reread charge: \$25.00.
- (5) Tampering with a locking device: \$250.00.
- (d) Impact fees. For plats recorded prior to February 1, 2013.
 - (1) Water, per service unit equivalent: \$4,363.00.
 - (2) Wastewater, per service unit equivalent: \$1,068.00.
- (e) Impact fees. For plats recorded after February 1, 2013.
 - (1) Water, per service unit equivalent: \$3,625.00.
 - (2) Wastewater, per service unit equivalent: \$2,128.00.
- (f) Retail water/wastewater/drainage rates. Outside city rates are 1.15 times inside city rates.

Water

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1274.39	\$1465.55

Volume Rate (per 1,000 gallons)

Single-Family Residential

<u>Monthly use between:</u>	<u>Inside City</u>	<u>Outside City</u>
0 to 5,000 gals	\$7.82	\$9.00
5,001 to 12,000 gals	\$8.50	\$9.78
12,001 to 25,000 gals	\$8.90	\$10.24

25,001 gals or more	\$9.70	\$11.16
Non-residential, all consumption	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

Wastewater

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$25.31	\$29.11
1" meter	\$39.49	\$43.68
1-1/2" meter	\$63.29	\$72.78
2" meter	\$126.56	\$145.56
3" meter	\$202.50	\$232.88
4" meter	\$405.01	\$465.75
6" meter	\$632.83	\$727.76
8" meter	\$1265.66	\$1455.51

Volume Rate (per 1,000 gallons)

Residential*	\$6.33	\$7.28
Non-residential**	\$7.28	\$8.36

Monthly Rate (volume and demand)

Flat Rate Customers	\$60.38	\$69.43
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*Based on winter water use average.

**Based on monthly water meter readings. Non-residential customers with a 5/8" or 3/4" water meter will continue to base their bill on winter water use average unless a separate irrigation meter is installed. Wastewater only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with Section 13.02.039 and disconnection for nonpayment.

Drainage Fee: \$4.00 per customer account per month.

(g) Unmetered fire protection systems per connection. Minimum charge per month, per service size:

(1) 2-inch: \$8.00.

(2) 6-inch: \$20.00.

(3) 8-inch: \$30.00.

(h) Bulk water rate. Per 1,000 gallons: \$3.50.

(Ordinance 08-026-00 adopted 10/2/08)

(i) Drought contingency plan.

(1) Water allocation surcharges for stage 6 response.

(A) Single-family residential customers:

(i) \$10.00 for the first 1,000 gallons over allocation.

(ii) \$15.00 for the second 1,000 gallons over allocation.

(iii) \$20.00 for the third 1,000 gallons over allocation.

(iv) \$25.00 for each additional 1,000 gallons over allocation.

(B) Master-metered multifamily residential customers:

(i) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

(ii) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

(iii) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

(iv) \$25.00 thereafter for each additional 1,000 gallons over allocation.

(C) Commercial customers:

(i) Customers whose allocation is 0 gallons through 3,000 gallons per month:

a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.

c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

(ii) Customers whose allocation is 3,000 gallons per month or more:

- a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, “block rate” means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer’s allocation.

(D) Industrial customers:

- (i) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (ii) Customers whose allocation is 3,000 gallons per month or more:
 - a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, “block rate” means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer’s allocation.

(2004 Code, sec. 13.410)

- (2) Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00. (2004 Code, sec. 13.411)

ARTICLE A6.000 BUSINESS

- (a) Wine and beer retailer permit: \$25.00.
- (b) Peddler, Solicitors, Distributors, Itinerant Vendors and Mobile Street Vendors
 - (1) Peddler/Solicitor: \$25.00 for each person permitted.
 - (2) Distributor: \$25.00 for each person or group of persons.
 - (3) Itinerant Vendors/Mobile Street Vendors
 - a) 14 day permit: \$25.00 fee
 - b) 30 day permit: \$35.00 fee
 - c) 90 day permit: \$75.00 fee
 - d) 180 day permit: \$100.00 fee

(Ordinance O-14-06-19-6A adopted 6/19/14)

ARTICLE A7.000 LIBRARY

- (a) Library cards.
 - (1) Non-resident.
 - (A) Family: No family cards.
 - (B) Individual: People not living or owning property within the City of Hutto limits or Hutto ISD boundaries may obtain a library card for \$10 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

(Ordinance O-15-03-05-7D)

- (2) Replacement.
 - (A) For 1st replacement: \$1.00.
 - (B) All additional replacement cards: \$5.00.
- (b) Copy/Print & Fax
 - (1) Black and white copy/print, per impression: \$0.10.
 - (2) Color copy/print, per impression: \$0.25.
 - (3) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local faxes and \$2 for the first page and \$0.50 each for subsequent pages if sending it to a long-distance fax number within the U.S. No international fax allowed.

(c) Fines and fees.

- (1) Overdue books, per day up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.
- (2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.

(d) Interlibrary loan: Cost of return postage.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A8.000 MISCELLANEOUS

(a) Special events permit application fee: \$50.00. (Ordinance 2006-25 adopted 5/15/06)

(b) Street closure permit application fee: \$25.00. (Ordinance 2006-24 adopted 5/15/06)

(c) Fireworks display permit application fee: \$40.00. (2004 Code, sec. 5.105)

(d) Film application fee: \$50.00

- (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
- (2) Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
- (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
- (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
- (5) Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.

(e) Brush collection by city after storm.

- (1) Minimum: \$15.00.
- (2) Additional time in increments of five minutes: \$5.00.

(2004 Code, sec. 6.311)

(f) Returned check fee (for any city payment): \$30.00.

(g) Credit card processing fee, per transaction: \$1.00.

(Ordinance 08-026-00 adopted 10/2/08)

Regular City Council
**AGENDA ITEM
11.A.**



To: City Council
Subject: Consideration and possible action on the proposed Durango Farms Preliminary Plan, 94.9 acres, more or less, of land, 257 residential lots, one multifamily lot, and one commercial lot, located on FM 1660 North. (Ashley Lumpkin)
Meeting: Regular City Council - 17 Oct 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Durango Farms Preliminary Plat is approximately 94.9 acre site located on the west side of FM 1660 North, south of Limmer Loop.

Current Zoning:

The subject property was voluntarily annexed in September 2019 and zoned Single-Family Residential (SF-1). They have submitted for a PUD and the second reading of the PUD is scheduled for the October 17, 2019 City Council agenda.

Surrounding Zoning:

North: Extraterritorial Jurisdiction (ETJ – Development Agreement)

East: Single-Family Residential (SF-1)

South: Residential (OT-3)

West: Single-Family Residential (SF-1)

Summary of Request:

The proposed Preliminary Plat is comprised of 257 single-family lots, 1 multi-family (apartment) lot, 1 park lot and 1 commercial lot across an approximate 94.9 acre tract. Public access is achieved from connections to FM 1660 N, East Street and Main Street. There are stub outs to the north, and if there is any future development there, those streets will connect.

The proposed preliminary plat has the following lot and phase breakdown:

The residential lots are broken down above. There are 123 lots that are 45 feet wide, 67 lots that are 50 feet wide and 67 lots that are 60 feet wide.

This proposed Preliminary Plat has been reviewed by the Planning, Engineering, and Parks Departments, and also Hutto Fire Rescue.

Staff Review:

The proposal meets the minimum standards as required in the UDC and state law. The proposed street layout provides for connectivity between adjacent developments. This provides a needed collection and alternate routes in the area.

RECOMMENDATION:

Staff recommends that the Council approve the resolution.

ATTACHMENTS:

[\(Res\)DurangoFarmsPrelim\(Res\)Complete](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "DURANGO FARMS PRELIMINARY PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

that the Hutto City Council hereby approves the resolution for the plat known as "Durango Farms Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **17th** day of the month **October, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

DURANGO FARMS

PRELIMINARY PLAN

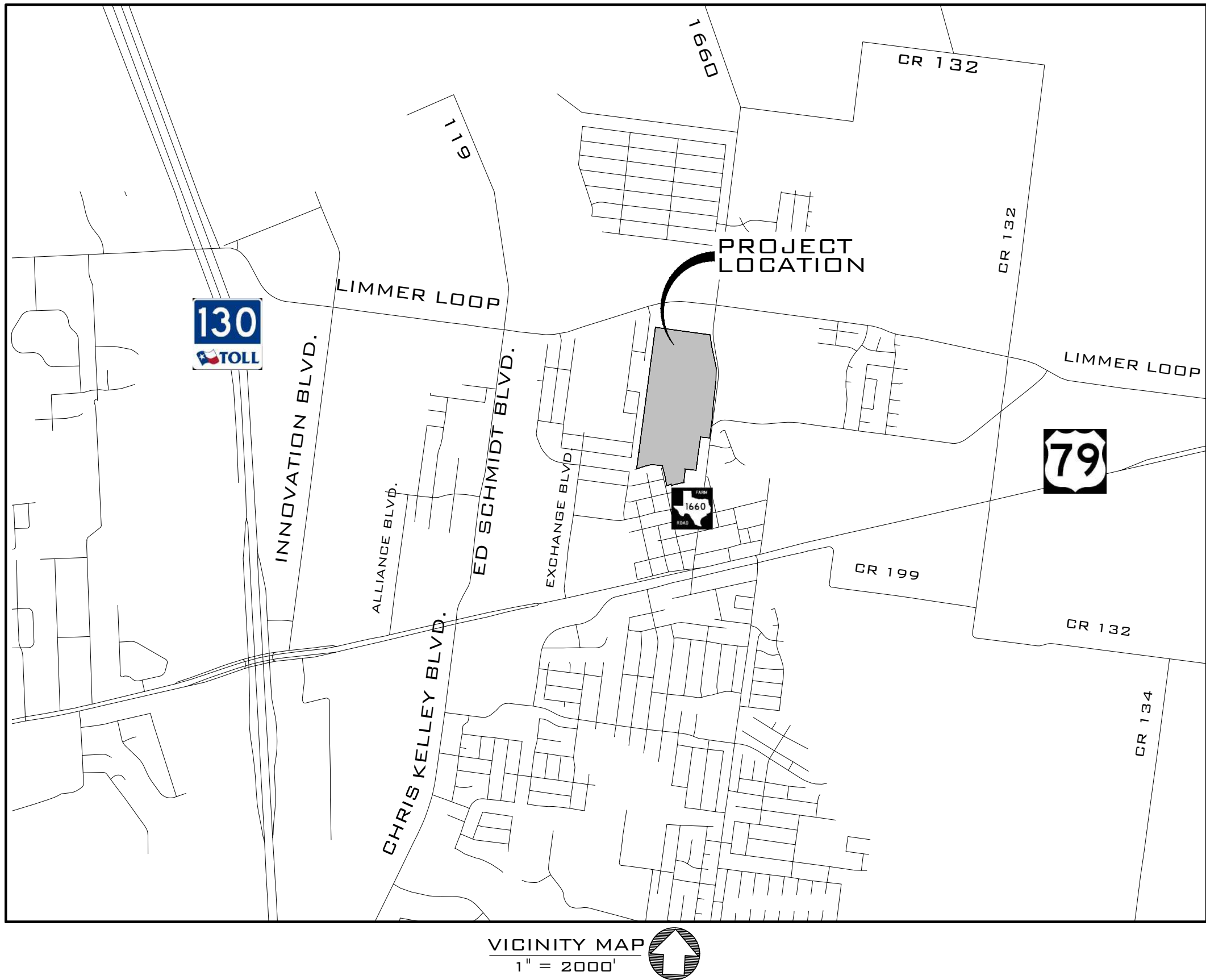
700 FM 1660 NORTH, HUTTO, TX 78634

WILLIAMSON COUNTY

NOTES:

1. THIS SITE IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.
2. THIS PROPERTY LIES WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN IN THE MAP NO. 48491C0520E, DATED SEPTEMBER 26, 2008. THIS PROPERTY LIES PARTIALLY WITHIN ZONE "X" UNSHADED, PARTIALLY WITHIN ZONE "X" SHADED, PARTIALLY WITHIN ZONE "AE", PARTIALLY WITHIN ZONE "AE" FLOODWAY, AND PARTIALLY WITHIN ZONE "A".
3. FIRE/EMERGENCY SERVICES - WILLIAMSON COUNTY ESD #3
4. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
5. BUILDING SETBACK LINES SHALL CONFORM TO THE PUD REQUIREMENTS, ESTABLISHED IN ORD # _____.
6. A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
7. A 5' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
8. A 3' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
9. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
10. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
11. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
12. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
13. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF $\frac{1}{4}$ " PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
14. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR
GAS (NATURAL OR PROPANE): ATMOS ENERGY
15. AMENITY AND OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
16. THIS SUBDIVISION WILL BE ZONED: PUD (ORD # _____)

City of Hutto on	CLASSIFICATION	ROW WIDTH	MIN. PVMT WIDTH (F-F)	CURB TYPE	DESIGN SPEED	LENGTH (LF)
STREET A	LOCAL STREET	50'	33'	24" CURB & GUTTER	25 MPH	2783
STREET B	LOCAL STREET	50'	33'	24" CURB & GUTTER	25 MPH	1635
STREET C	LOCAL STREET	50'	33'	24" CURB & GUTTER	25 MPH	1852
STREET D	LOCAL STREET	50'	33'	24" CURB & GUTTER	25 MPH	1078
STREET E	LOCAL STREET	50'	33'	24" CURB & GUTTER	25 MPH	605
STREET F	LOCAL STREET	50'	33'	24" CURB & GUTTER	25 MPH	605
STREET G	LOCAL STREET	50'	33'	24" CURB & GUTTER	25 MPH	542
STREET H	LOCAL STREET	50'	33'	24" CURB & GUTTER	25 MPH	1369
STREET I	LOCAL STREET	50'	33'	24" CURB & GUTTER	25 MPH	450
STREET J	LOCAL STREET	50'	33'	24" CURB & GUTTER	25 MPH	1121
ALLEY A	ALLEY	20'	14'	0'	N/A	605
ALLEY B	ALLEY	20'	14'	0'	N/A	605
ALLEY C	ALLEY	20'	14'	0'	N/A	923
ALLEY D	ALLEY	20'	14'	0'	N/A	258
ALLEY E	ALLEY	20'	14'	0'	N/A	400
ALLEY F	ALLEY	20'	14'	0'	N/A	721
ALLEY G	ALLEY	20'	14'	0'	N/A	133



OWNER/DEVELOPER: MA PARTNERS, LLC
15443 KNOLL TRAIL RD, SUITE 130
DALLAS, TEXAS 75248

ENGINEER/SURVEYOR: LANDDEV CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
(512) 872-6696

SUBMITTAL DATE: SEPTEMBER 9, 2019

SHEET INDEX	
Sheet Number	Sheet Title
1	COVER
2	OVERALL PRELIMINARY PLAN
3	PRELIMINARY PLAN 1 OF 2
4	PRELIMINARY PLAN 2 OF 2
5	EXISTING DRAINAGE AREA MAP
6	PROPOSED DRAINAGE AREA MAP
7	OVERALL WATERLINE PLAN
8	WATERLINE PLAN 1 OF 2
9	WATERLINE PLAN 2 OF 2
10	OVERALL WASTEWATER LINE PLAN
11	WASTEWATER LINE PLAN 1 OF 2
12	WASTEWATER LINE PLAN 2 OF 2
13	OVERALL STORM PLAN
14	STORM PLAN 1 OF 2
15	STORM PLAN 2 OF 2

SUBMITTED FOR APPROVAL BY: _____

KEITH PARKAN, P.E. _____ DATE _____

LANDDEV CONSULTING, LLC
5508 W. HWY 290, STE 150
AUSTIN, TX 78735
TEL: 512-872-6696

I, KEITH PARKAN, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

Received 10/10/19



DESIGNED BY: KP
DRAWN BY: ah
CHECKED BY: BG
APPROVED BY: JW

SHEET 1 OF 15
1514-PLAT

811
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LAND DEV
CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735
OFFICE: 512.872.6696
FIRM NO. 16384

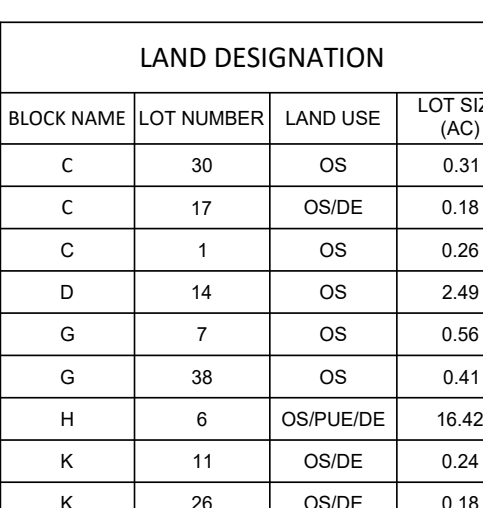
10/3/2019

COVER

DURANGO FARMS
PRELIMINARY PLAN

WILLIAMSON COUNTY, HUTTO, TEXAS

DESIGNED BY: KP
DRAWN BY: ah
CHECKED BY: BG
APPROVED BY: JW
SHEET 1 OF 15
1514-PLAT



NOTE:

- TOTAL LENGTH OF NEW STREETS: 12,040 LF
- TOTAL LENGTH OF NEW ALLEYS: 3,835 LF

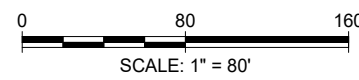
OVERALL PRELIMINARY PLAN

**DURANGO FARMS
PRELIMINARY PLAN**

WILLIAMSON COUNTY, HUTTO, TEXAS

DESIGNED BY: KP
DRAWN BY: ah
CHECKED BY: BG
APPROVED BY: JW

SHEET 2 OF 15
1514-PLAT



LEGEND

LOT #
XXXX SF
XXX AC

PROPOSED LOT INFORMATION

SITE BOUNDARY

PROP. ROW

EXIST. LOT LINE

PROPOSED DRAINAGE EASEMENT

EXISTING WASTEWATER

EXISTING WATER

EXISTING CONDUIT

PROPOSED CURB & GUTTER

EXISTING CONTOUR MAJOR

EXISTING CONTOUR MINOR

NUMBER	LENGTH	BEARING
L1	220.00'	S82°19'43"E
L2	370.80'	N7°48'38"E
L3	380.00'	N82°13'24"W
L4	1553.38'	N7°48'38"E
L5	243.38'	N7°48'38"E
L6	83.64'	S82°19'51"E
L7	85.00'	S82°19'51"E
L8	876.83'	N7°48'38"E
L9	701.49'	N7°48'38"E
L10	52.00'	N82°13'24"W
L11	188.50'	S82°00'21"W
L12	70.00'	S82°13'24"E
L13	87.50'	S4°18'54"E
L14	126.22'	S83°30'17"E
L15	51.04'	S16°21'38"E
L16	194.95'	N73°38'22"E
L17	58.49'	N49°45'09"E
L18	760.46'	S7°42'30"W
L19	639.23'	S82°17'21"E
L20	639.23'	S82°17'21"E
L21	639.23'	S82°17'21"E
L22	639.23'	S82°17'21"E
L23	984.77'	S82°17'21"E
L24	340.15'	N7°42'39"E
L25	743.38'	N7°42'39"E
L26	735.98'	N7°42'39"E
L27	155.00'	S82°17'21"E
L28	1015.77'	N7°42'39"E
L29	28.32'	N15°23'37"W
L30	224.49'	S77°31'30"W

NUMBER	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	157.13'	245.00'	36.746°	S10°39'46"E	154.45'
C2	329.72'	210.00'	89.959°	S52°49'23"W	296.88'
C3	102.06'	65.00'	89.959°	S52°49'23"W	91.89'
C4	46.52'	150.00'	17.771°	S88°53'29"W	46.34'
C5	31.62'	100.00'	17.771°	S1°06'31"E	30.89'
C6	212.22'	330.00'	36.846°	S10°38'47"E	208.58'
C7	353.89'	225.00'	90.068°	S52°44'38"W	318.38'
C8	52.85'	125.00'	24.224°	N16°23'38"W	52.46'
C9	187.62'	200.00'	53.749°	S31°09'23"E	180.62'
C10	887.26'	345.00'	114.591°	S49°17'31"E	519.13'
C11	128.41'	175.00'	43.242°	S39°43'54"W	125.55'
C12	219.40'	550.00'	22.258°	S85°04'00"W	217.85'
C13	155.03'	250.00'	24.071°	N4°19'29"W	154.26'
C14	158.54'	450.00'	25.188°	S2°22'55"E	157.72'
C15	184.17'	500.00'	21.104°	S2°50'20"E	183.13'
C16	25.99'	16.50'	90.039°	N37°14'33"W	23.34'
C17	25.91'	16.50'	89.951°	S52°45'27"W	23.32'
C18	25.92'	16.50'	90.000°	S37°12'34"E	23.32'
C19	25.92'	16.50'	90.000°	N52°46'38"E	23.32'
C20	25.91'	16.50'	89.959°	S52°45'23"W	23.32'
C21	25.93'	16.50'	90.041°	N37°14'33"W	23.34'
C22	23.20'	16.50'	80.571°	N69°15'17"W	21.34'
C23	23.16'	16.50'	80.433°	S11°14'51"W	21.31'
C24	25.92'	16.50'	90.000°	N52°46'38"E	23.32'
C25	25.93'	16.50'	86.925°	N38°49'38"W	22.70'
C26	22.11'	16.50'	76.786°	S86°53'50"E	20.48'
C27	24.73'	16.50'	85.872°	S13°52'01"W	22.48'
C28	24.14'	16.50'	83.836°	N7°50'04"E	22.05'
C29	20.60'	16.50'	71.516°	S82°10'11"E	19.28'
C30	25.16'	16.50'	87.377°	S82°40'18"E	22.79'
C31	25.96'	16.50'	90.141°	N28°42'38"E	23.36'
C32	25.92'	16.50'	90.000°	S52°42'39"W	23.32'
C33	25.92'	16.50'	90.000°	S37°17'21"E	23.32'
C34	25.92'	16.50'	90.000°	S52°42'39"W	23.32'
C35	25.92'	16.50'	90.000°	S37°17'21"E	23.32'
C36	25.92'	16.50'	90.000°	N57°17'21"W	23.32'
C37	25.92'	16.50'	90.000°	N52°42'39"E	23.32'
C38	25.92'	16.50'	90.000°	N57°17'21"W	23.32'
C39	25.92'	16.50'	90.000°	N52°42'39"E	23.32'
C40	25.92'	16.50'	90.000°	N57°17'21"W	23.32'
C41	37.27'	21.95'	97.283°	N49°13'17"E	32.85'
C42	25.90'	16.50'	89.927°	S52°40'28"W	23.32'
C43	24.50'	16.50'	85.074°	S39°45'08"E	22.31'
C44	25.94'	16.50'	90.073°	N37°19'32"W	23.35'
C45	25.92'	16.50'	90.000°	N52°42'39"E	23.32'
C46	25.92'	16.50'	90.000°	N52°42'39"E	23.32'
C47	25.92'	16.50'	90.000°	S37°17'21"E	23.32'
C48	25.92'	16.50'	90.000°	N52°42'39"E	23.32'

MATCHLINE, SEE SHEET 4

811
Know what's below.
Call before you dig.

LAND DEV
CONSULTING, LLC
5508 HWY 250 WEST, SUITE 150
DALLAS, TEXAS 75244
OFFICE: 512.872.6696
FIRM NO. 16384

STATE OF TEXAS
KEITH E. PARKAN
88601
10/3/2019

PRELIMINARY PLAN 1 OF 2
DURANGO FARMS
PRELIMINARY PLAN
WILLIAMSON COUNTY, HUTTO, TEXAS

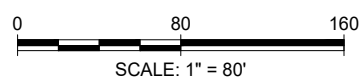
DESIGNED BY: KP
DRAWN BY: ah
CHECKED BY: BG
APPROVED BY: JW

SHEET **3** OF **15**
1514-PLAT

BY
DATE

REVISION

NO.



LOT #
XXXXXX SF
XXX AC

PROPOSED LOT
INFORMATION

SITE BOUNDARY

PROP. ROW

EXIST. LOT LINE

PROPOSED
DRAINAGE
EASEMENT

EXISTING WASTEWATER

EXISTING WATER

EXISTING CONDUIT

PROPOSED CURB & GUTTER

EXISTING CONTOUR MAJOR

EXISTING CONTOUR MINOR

1" WW

2" WW

4" W

8" W

12" W

UC

CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	157.17	245.00	36.740°	S10° 35' 40"E	155.45
C2	329.72	215.00	59.000°	S89° 45' 23"E	266.88
C3	102.06	65.00	89.959°	S52° 23' 23"E	91.89
C4	46.52	150.00	17.771°	S88° 53' 29"E	46.34
C5	31.02	100.00	17.771°	S1° 06' 31"E	30.89
C6	212.22	150.00	36.846°	S10° 38' 47"E	208.58
C7	353.89	225.00	90.006°	S52° 23' 38"E	318.38
C8	85.85	125.00	24.224°	N16° 23' 38"E	52.46
C9	187.62	200.00	53.749°	S31° 09' 23"E	180.82
C10	367.68	345.00	114.137°	S49° 17' 31"E	579.13
C11	128.41	150.00	42.042°	S89° 43' 54"E	125.55
C12	219.47	65.00	22.858°	S82° 40' 00"E	217.95
C13	160.35	250.00	24.071°	N45° 19' 29"E	164.26
C14	159.54	250.00	24.071°	S45° 19' 29"E	157.72
C15	184.17	150.00	21.104°	S22° 23' 23"E	183.13
C16	25.93	16.50	90.009°	N37° 14' 33"E	23.24
C17	25.91°	16.50	89.961°	S52° 24' 23"E	23.24
C18	25.92	16.50	90.000°	S31° 12' 24"E	23.33
C19	25.92	16.50	90.000°	N52° 46' 36"E	23.33
C20	25.91°	16.50	89.959°	S52° 23' 23"E	23.33
C21	25.93	16.50	90.041°	N37° 14' 33"E	23.24
C22	23.20	16.50	80.571°	N89° 15' 17"E	21.34
C23	23.16	16.50	80.433°	S11° 14' 51"E	21.31
C24	25.92	16.50	90.000°	N52° 46' 36"E	23.33
C25	25.03	16.50	86.925°	N38° 45' 38"E	22.70
C26	22.11°	16.50	76.786°	S68° 53' 59"E	20.48
C27	24.73	16.50	85.872°	S13° 02' 01"E	21.49
C28	24.04	16.50	83.836°	N° 50' 04"E	22.05
C29	20.16	16.50	71.516°	S82° 10' 11"E	19.28
C30	25.16	16.50	87.377°	S62° 40' 16"E	22.49
C31	25.96	16.50	90.011°	N28° 34' 23"E	23.33
C32	25.92	16.50	90.000°	S52° 43' 29"E	23.33
C33	25.92	16.50	90.000°	S37° 12' 21"E	23.33
C34	25.92	16.50	90.000°	S52° 43' 29"E	23.33
C35	25.92	16.50	90.000°	S37° 12' 21"E	23.33
C36	25.92	16.50	90.000°	N17° 17' 21"E	23.33
C37	25.92	16.50	90.000°	N52° 43' 29"E	23.33
C38	25.92	16.50	90.000°	N37° 17' 21"E	23.33
C39	25.92	16.50	90.000°	N52° 43' 29"E	23.33
C40	25.92	16.50	90.000°	N37° 17' 21"E	23.33
C41	37.27°	21.95	97.283°	N49° 13' 12"E	32.86
C42	25.90	16.50	89.927°	S52° 45' 28"E	23.33
C43	24.50°	16.50	85.074°	S39° 45' 05"E	22.31
C44	25.94	16.50	90.073°	N37° 19' 32"E	23.33
C45	25.92	16.50	90.000°	N52° 43' 29"E	23.33
C46	25.92	16.50	90.000°	N52° 43' 29"E	23.33
C47	25.92	16.50	90.000°	S37° 12' 21"E	23.33
C48	25.92	16.50	90.000°	N52° 43' 29"E	23.33

LINE TABLE			
NUMBER	LENGTH	BEARING	
L1	250.00	S82° 14' 36"E	
L2	570.00	N0° 46' 36"E	
L3	200.00	N82° 13' 24"W	
L4	1555.38	N0° 46' 36"E	
L5	248.39	N0° 46' 36"E	
L6	8.84	S82° 14' 36"E	
L7	8.50	S82° 10' 51"E	
L8	676.83	N0° 46' 36"E	
L9	701.49	N0° 46' 36"E	
L10	52.09	N82° 13' 24"W	
L11	189.50	S00° 02' 27"W	
L12	7.00	S82° 13' 24"E	
L13	87.56	S4° 16' 54"E	
L14	126.82	S83° 30' 17"E	
L15	51.04	S16° 21' 38"E	
L16	194.95	N39° 38' 22"E	
L17	58.49	N49° 40' 36"E	
L18	76.66	S7° 42' 39"W	
L19	639.23	S82° 17' 21"E	
L20	639.23	S82° 17' 21"E	
L21	639.23	S82° 17' 21"E	
L22	639.23	S82° 17' 21"E	
L23	639.23	S82° 17' 21"E	
L24	340.15	N0° 42' 36"E	
L25	743.38	N0° 42' 36"E	
L26	755.88	N0° 42' 36"E	
L27	155.00	N0° 42' 36"E	
L28	1051.77	N0° 42' 36"E	
L29	26.49	S37° 21' 37"W	
L30	22.32	S73° 31' 30"W	

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PRELIMINARY PLAN 2 OF 2

DURANGO FARMS
PRELIMINARY PLAN

WILLIAMSON COUNTY, HUTTO, TEXAS

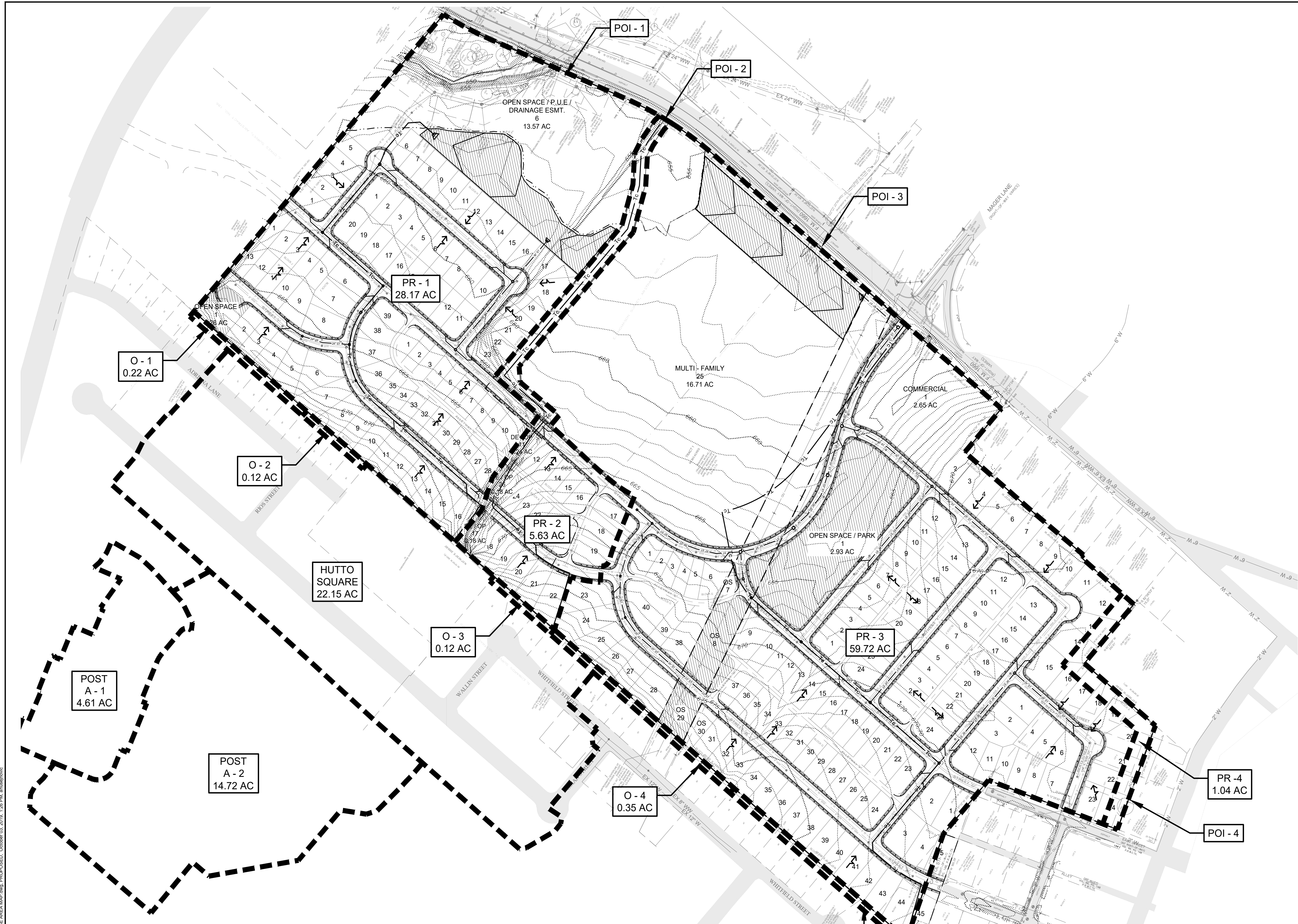
10/3/2019

LAND DEV

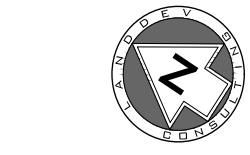
CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735
OFFICE: 512.872.6696
FIRM NO.16384

[illegible]

[illegible]



Proposed Drainage Conditions																
Table 2 - Proposed Conditions Peak Flow Rates					User Inputs					Auto-Calculation		TOC Calculation Table		Routing Analysis Inputs		
Analysis Point	Q ₂	Q ₁₀	Q ₂₅	Q ₁₀₀	Contributing Area	Area (sf)	CN (Pervious)	CN (Impervious)	Impervious Cover (sf)	Area (ac)	Impervious Cover (%)	TOC (min)	Area (sq. mi.)	Composite Curve Number	Lag Time	Reach Lag (if required)
POI-1	23.77	44.02	55.65	75.75	PR-1	1,226,907	84	98	490,763	28.17	40.00%	14.56	0.04401	89.60	8.74	
POI-2	93.47	166.03	219.66	323.38	PR-2	245,303	84	98	134,917	5.63	55.00%	15.40	0.00880	91.70	9.24	
POI-3	60.02	145.59	194.92	272.47	PR-3	2,601,411	84	98	1,690,917	59.72	65.00%	17.84	0.09331	93.10	10.71	
POI-4	2.79	5.41	6.90	9.37	PR-4	45,103	84	98	24,807	1.04	55.00%	5.00	0.00162	91.70	3.00	
POI-1					O-1	9,514	84	98		0.22	0.00%	5.00	0.00034	84.00	3.00	
POI-1					O-2	5,078	84	98		0.12	0.00%	5.00	0.00018	84.00	3.00	
POI-2					O-3	5,103	84	98		0.12	0.00%	5.00	0.00018	84.00	3.00	
POI-3					O-4	15,140	84	98		0.35	0.00%	5.00	0.00054	84.00	3.00	
POI-3					O-5	14,511	84	98		0.33	0.00%	5.00	0.00052	84.00	3.00	
POI-2					Hutto Square	965,025	90	90		22.15	0.00%	14.22	0.03462	90.00	8.53	
POI-2					POST A1	200,724	91	91		4.61	0.00%	5.38	0.00720	91.00	3.23	
POI-2					POST A2	641,203	81	81		14.72	0.00%	21.70	0.02300	81.00	13.02	



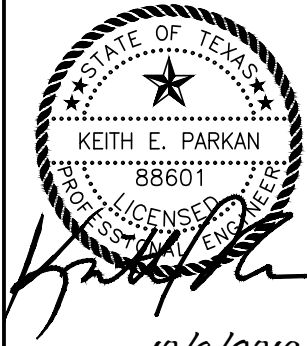
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SCALE: 1" = 150'

LEGEND

- EXISTING CONTOUR
- PROPERTY BOUNDARY
- EASEMENT
- PROPOSED RIGHT-OF-WAY
- WTR PROPOSED WATERLINE
- WW PROPOSED WASTEWATER LINE
- FM PROPOSED FORCE MAIN
- PROPOSED WASTEWATER MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED STORM SEWER LINE
- DNG LINE
- TIME OF CONCENTRATION
- FLOW ARROW



LAND DEV
CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735
OFFICE PHONE NO. 512.634.6696



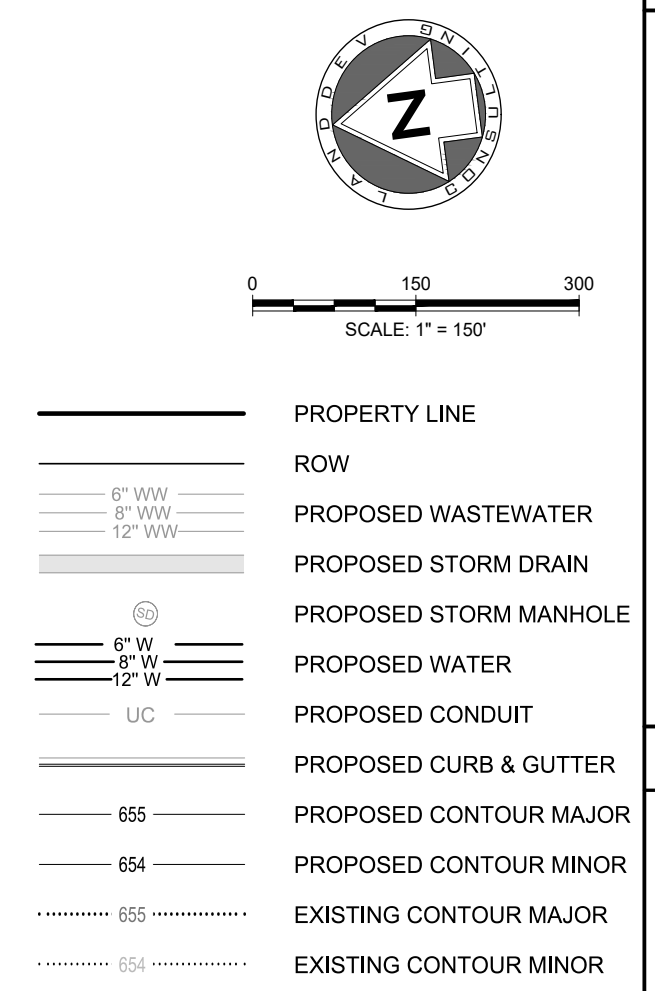
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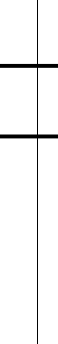
PROPOSED DRAINAGE AREA MAP
**DURANGO FARMS
PRELIMINARY PLAN**
WILLIAMSON COUNTY, HUTTO, TEXAS

DESIGNED BY: KP
DRAWN BY: ak
CHECKED BY: BG
APPROVED BY: JW

SHEET **6** OF **15**
1514-PLAT





		NO. _____ REVISION _____ BY _____ DATE _____	
		10/3/2019	
OVERALL WATERLINE PLAN DURANGO FARMS PRELIMINARY PLAN WILLIAMSON COUNTY, HUTTO, TEXAS		DESIGNED BY: <u> KP </u> DRAWN BY: <u> sk </u> CHECKED BY: <u> BS </u> APPROVED BY: <u> JW </u>	
SHEET <u> 7 </u> OF <u> 15 </u>		1514-PLA	



Received 10/10/19



- | | |
|-----------------|------------------------|
| | PROPERTY LINE |
| | ROW |
| 6" WW | PROPOSED WASTEWATER |
| 8" WW | |
| 12" WW | PROPOSED STORM DRAIN |
| | |
| 6" W | PROPOSED STORM MANHOLE |
| 8" W | |
| 12" W | PROPOSED WATER |
| UC | PROPOSED CONDUIT |
| | PROPOSED CURB & GUTTER |
| 655 | PROPOSED CONTOUR MAJOR |
| 654 | PROPOSED CONTOUR MINOR |
| 655 | EXISTING CONTOUR MAJOR |
| 654 | EXISTING CONTOUR MINOR |

MATCHLINE, SEE SHEET 9

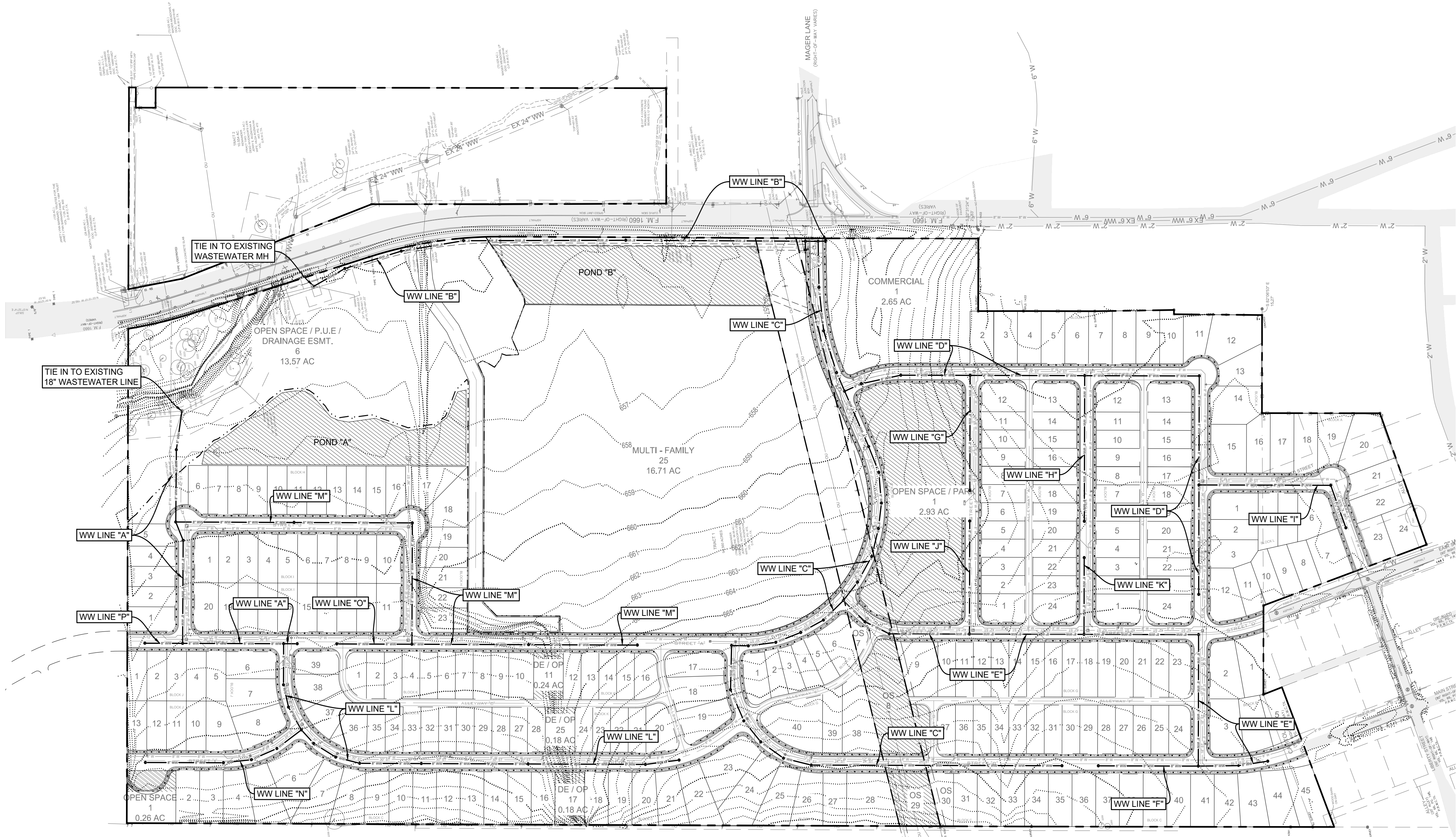
[illegible]



DESIGNED BY: KP
DRAWN BY: ah
CHECKED BY: BG
APPROVED BY: JW

SHEET 9 OF 15
1514-PLAT

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0 150 300
SCALE: 1" = 150'

LEGEND

- | | |
|--|------------------------|
| | PROPERTY LINE |
| | ROW |
| | PROPOSED WASTEWATER |
| | PROPOSED STORM DRAIN |
| | PROPOSED STORM MANHOLE |
| | PROPOSED WATER |
| | PROPOSED CONDUIT |
| | PROPOSED CURB & GUTTER |
| | PROPOSED CONTOUR MAJOR |
| | PROPOSED CONTOUR MINOR |
| | EXISTING CONTOUR MAJOR |
| | EXISTING CONTOUR MINOR |

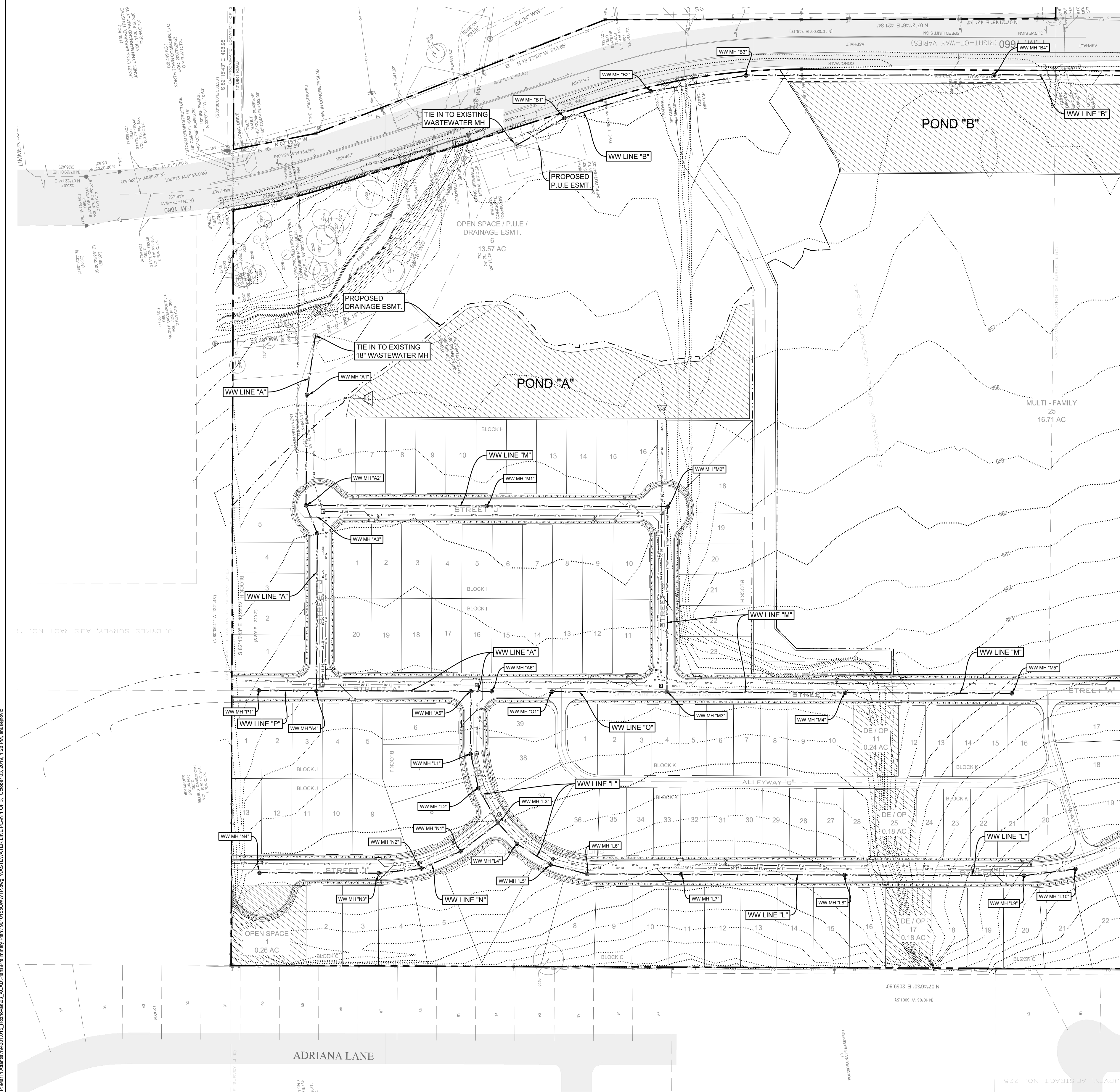
GENERAL NOTES:

- ADJUST MANHOLE RIM ELEVATION TO FINISH GRADE.
- CONTRACTOR SHALL FIELD VERIFY ALL VERTICAL & HORIZONTAL LOCATIONS OF EXISTING UTILITY LINES PRIOR TO CONSTRUCTION OR PROPOSED IMPROVEMENTS.
- CONTRACTOR SHALL CONTACT THE ENGINEER IF DISCREPANCIES BETWEEN RECORD INFORMATION AND IN THE FIELD ARE ENCOUNTERED.
- ALL WASTEWATER LINES ARE PRIVATE UNLESS NOTED OTHERWISE.
- CONTRACTOR TO REFER TO MEP PLANS FOR ALL WASTEWATER CONNECTION LOCATIONS TO BUILDINGS.
- TYPICAL WASTEWATER LINE ASSIGNMENT IS 9' FROM CENTERLINE OF DRIVES.
- WASTEWATER LINES ASSUMED TO EXIT BUILDINGS AT 3.5' BELOW FINISHED FLOOR.
- CLEANOUTS IN PAVEMENT SHALL HAVE TRAFFIC RATED LIDS AND FRAMES.

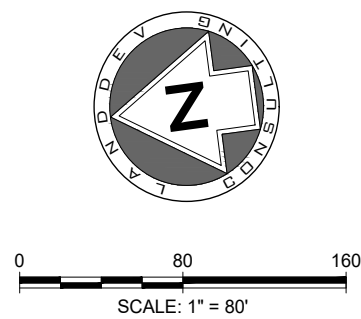
811 Know what's below. Call before you dig.	
LAND DEV CONSULTING, LLC 5508 LUTHER DRIVE, SUITE 150 HUTTO, TEXAS 75841 OFFICE: 512.872.6696 FIRM NO. 16384	
OVERALL WASTEWATER LINE PLAN	DURANGO FARMS PRELIMINARY PLAN WILLIAMSON COUNTY, HUTTO, TEXAS
DESIGNED BY: KP	
DRAWN BY: ah	
CHECKED BY: BG	
APPROVED BY: JW	
SHEET 10 OF 15 1514-PLAT	

Received 10/10/19





MATCHLINE SEE SHEET 12



- PROPERTY LINE
- ROW
- PROPOSED WASTEWATER
- PROPOSED STORM DRAIN
- PROPOSED STORM MANHOLE
- PROPOSED WATER
- PROPOSED CONDUIT
- PROPOSED CURB & GUTTER
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR



LAND DEV
CONSULTING, LLC
5508 HIGHTWAY 250 WEST, SUITE 150
HUTTO, TEXAS 75845
OFFICE: 512.872.6696
FIRM NO. 16384

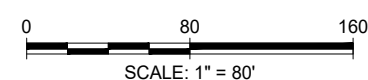
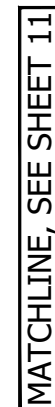


WASTEWATER LINE PLAN 1 OF 2
DURANGO FARMS
PRELIMINARY PLAN
WILLIAMSON COUNTY, HUTTO, TEXAS

DESIGNED BY: KP
DRAWN BY: ah
CHECKED BY: BG
APPROVED BY: JW

SHEET 11 OF 15
1514-PLAT

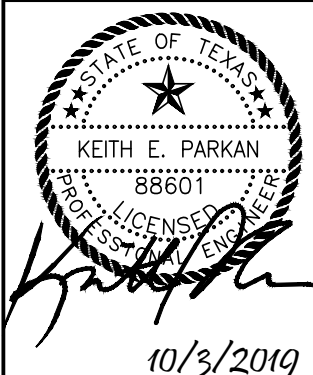




- | | |
|-----------------|------------------------|
| ===== | PROPERTY LINE |
| ===== | ROW |
| 6" WW | PROPOSED WASTEWATER |
| 8" WW | |
| 12" WW | PROPOSED STORM DRAIN |
| ===== | |
| ===== | PROPOSED STORM MANHOLE |
| 6" W | |
| 8" W | PROPOSED WATER |
| 12" W | |
| ===== | PROPOSED CONDUIT |
| ===== | |
| ===== | PROPOSED CURB & GUTTER |
| 655 | PROPOSED CONTOUR MAJOR |
| 654 | PROPOSED CONTOUR MINOR |
| 655 | EXISTING CONTOUR MAJOR |
| 654 | EXISTING CONTOUR MINOR |



LAND DEV
CONSULTING, LLC
508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735
OFFICE: 512.872.6696
FIRM NO. 16384



DURANGO FARMS
PRELIMINARY PLAN
WILLIAMSON COUNTY, TUTTO, TEXAS

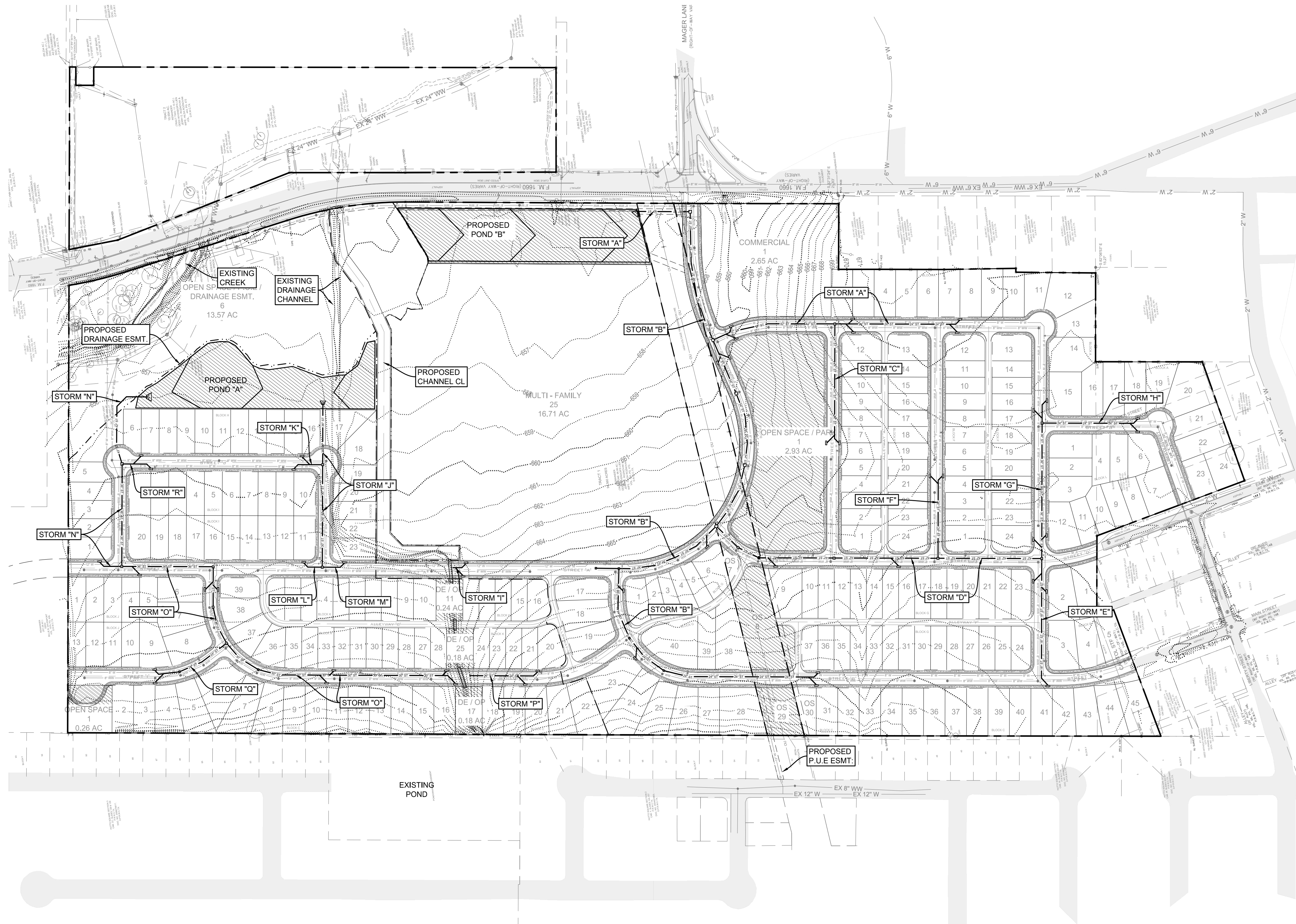
DESIGNED BY: KP
DRAWN BY: ah
CHECKED BY: BG
APPROVED BY: JW

SHEET 12 OF 15
1514-PLAT

Received 10/10/19



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SCALE: 1" = 150'

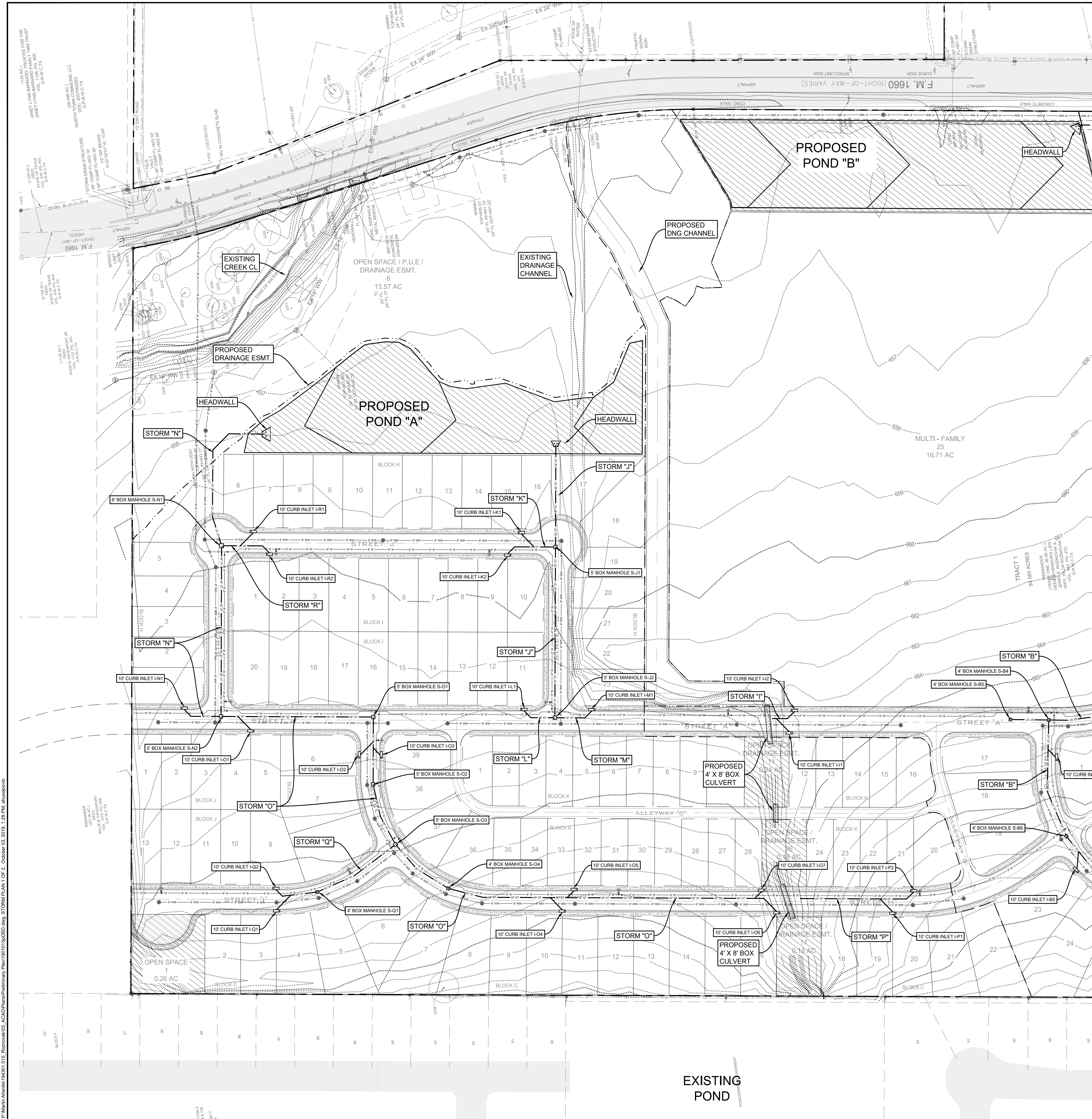
LEGEND

- | | |
|---------------------|------------------------------|
| — | PROPERTY LINE |
| — | ROW |
| — 24" ST — 24" ST — | PROPOSED STORM DRAIN |
| ⊙ | PROPOSED STORM MANHOLE |
| ⊞ | PROPOSED CURB INLET |
| ■ | PROPOSED GRATE INLET |
| — 12" W — 12" W — | PROPOSED WATERLINE |
| — 8" WW — 8" WW — | PROPOSED WASTEWATER |
| — UC — UC — | PROPOSED UNDERGROUND CONDUIT |
| — | PROPOSED CURB & GUTTER |
| — 655 — | PROPOSED CONTOUR MAJOR |
| — 654 — | PROPOSED CONTOUR MINOR |
| 655 | EXISTING CONTOUR MAJOR |
| 654 | EXISTING CONTOUR MINOR |

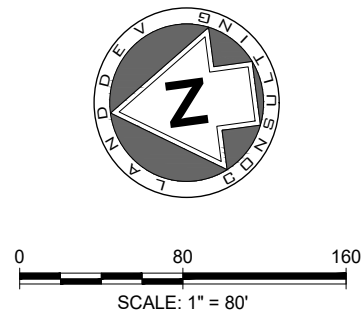
811 Know what's below. Call before you dig.	
LAND DEV CONSULTING, LLC 5508 HIGHWAY 290 WEST, SUITE 150 HUTTO, TEXAS 78043 OFFICE: 512.872.6696 FIRM NO. 16384	
OVERALL STORM PLAN DURANGO FARMS PRELIMINARY PLAN WILLIAMSON COUNTY, HUTTO, TEXAS	
DESIGNED BY: KP	
DRAWN BY: ah	
CHECKED BY: BG	
APPROVED BY: JW	
SHEET 13 OF 15 1514-PLAT	

Received 10/10/19





MATCHLINE, SEE SHEET 15



LEGEND

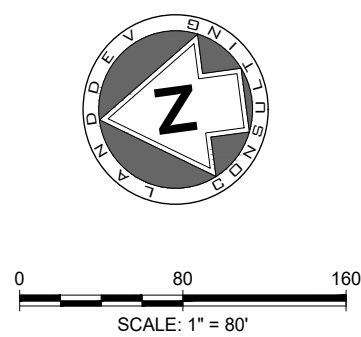
---	PROPERTY LINE
---	ROW
---	PROPOSED STORM DRAIN
⊙	PROPOSED STORM MANHOLE
⊙	PROPOSED CURB INLET
⊙	PROPOSED GRATE INLET
---	PROPOSED WATERLINE
---	PROPOSED WASTEWATER
---	PROPOSED UNDERGROUND CONDUIT
---	PROPOSED CURB & GUTTER
---	PROPOSED CONTOUR MAJOR
---	PROPOSED CONTOUR MINOR
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DATE	
BY	
REVISION	
NO.	
LAND DEV CONSULTING, LLC 5508 HIGHTWAY 250 WEST, SUITE 150 HUTTO, TEXAS 75841 OFFICE: 512.872.6696 FIRM NO. 16384	
STORM PLAN 1 OF 2	
DURANGO FARMS PRELIMINARY PLAN	
WILLIAMSON COUNTY, HUTTO, TEXAS	
DESIGNED BY: KP	
DRAWN BY: ah	
CHECKED BY: BG	
APPROVED BY: JW	
SHEET 14 OF 15	
1514-PLAT	

Received 10/10/19



EXISTING
POND

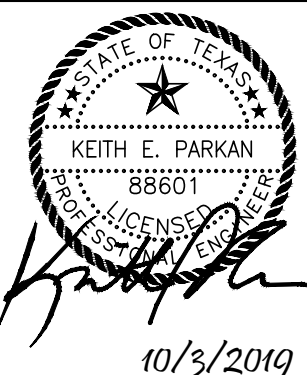


LEGEND

- PROPERTY LINE
- ROW
- PROPOSED STORM DRAIN
- PROPOSED STORM MANHOLE
- PROPOSED CURB INLET
- PROPOSED GRATE INLET
- PROPOSED WATERLINE
- PROPOSED WASTEWATER
- PROPOSED UNDERGROUND CONDUIT
- PROPOSED CURB & GUTTER
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR



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CONSULTING, LLC
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AUSTIN, TX 78735
OFFICE: 512.872.6696
FIRM NO. 16384



STORM PLAN 2 OF 2

DURANGO FARMS
PRELIMINARY PLAN
WILLIAMSON COUNTY, Hutto, Texas

DESIGNED BY: KP
DRAWN BY: ah
CHECKED BY: BG
APPROVED BY: JW

SHEET 15 OF 15
1514-PLAT

Regular City Council
AGENDA ITEM
11.B.



To:

Subject: Public hearing, consideration, and possible action to adopt a resolution of the City of Hutto, Texas, authorizing and creating the Covered Bridge Public Improvement District within the City of Hutto pursuant to Chapter 372 Texas Local Government Code.

Meeting: Regular City Council - 17 Oct 2019

Department: Economic Development

Staff Contact: Jessica Bullock

ATTACHMENTS:

[Resolution for PID Creation FINAL Covered Bridge- 10-11-19](#)

CITY OF HUTTO

RESOLUTION NO. - _____

RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING AND CREATING THE COVERED BRIDGE PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF HUTTO PURSUANT TO CHAPTER 372 TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City (the “City Council”) of Hutto, Texas (the “City”) has received a petition (the “Petition”) requesting creation of a public improvement district (the “District”) under Chapter 372 of the Texas Local Government Code (the “Act”), from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Williamson County) in the proposed District and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment under the proposal; and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed District are described in as Exhibit A attached hereto, said area for the District being within the boundaries and/or the extraterritorial jurisdiction of the City; and

WHEREAS, the record owners of a portion of the taxable real property changed after the notice of a public hearing was provided; and

WHEREAS, the new record owners have had actual notice of the public hearing date; and

WHEREAS, after providing all notices required by the Act, the City conducted a public hearing on the advisability of the improvements and services described in the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

SECTION 2: The Petition submitted to the City was filed with the City Secretary and complies with Subchapter A of the Act.

SECTION 3. The City Secretary provided notice to the property owners and notice in the newspaper as required by law. Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

- (a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the City and will confer a special benefit on the District.
- (b) General Nature of the Improvements. The public improvements for the District (the “Authorized Improvements”) may consist of one or more of the public improvements included in Section 372.003(b) of the Act. The general nature of the Authorized Improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District.
- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$20,000,000.00 (including issuance and other financing costs).
- (d) Boundaries. The boundaries of the District are set forth in Exhibit A.
- (e) Proposed Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the Authorized Improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements.
- (f) Apportionment of Cost between the City and the District. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed Authorized Improvements. All of the costs of the proposed Authorized Improvements will be paid by issuance of bonds by a party other than the City secured by, or directly

by, assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

(g) Management of the District. The District shall be managed by the City. The City may contract with a consultant or third-party administrator, who shall, from time to time, advise the City regarding certain operations of the District.

(h) Advisory Body. The District shall be currently managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

SECTION 4. The Covered Bridge Public Improvement District is hereby authorized and created as a Public Improvement District under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution.

SECTION 5. The City's staff is directed to give notice of the authorization for the establishment of the Covered Bridge Public Improvement District by publishing a copy of this Resolution once in a newspaper of general circulation within the City. Such authorization shall take effect and the Covered Bridge Public Improvement District shall be deemed to be established effective upon the publication of such notice. The Covered Bridge Public Improvement District shall exist until dissolved or terminated as provided by law.

SECTION 6. This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

[Signature page follows]

**PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO on the ____ day
of _____, 2019 on vote of ____ AYES; ____ NAYS; ____ ABSTENTIONS.**

**MAYOR
CITY OF HUTTO**

ATTEST:

**CITY SECRETARY
CITY OF HUTTO**

EXHIBIT A BOUNDARIES



DESCRIPTION OF A 27.970 ACRE TRACT OF LAND
WILLIAMSON COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF THAT CALLED 51.06 ACRE TRACT AS CONVEYED TO CAROLYN PFEIFFER BY GENERAL WARRANTY DEED RECORDED IN VOLUME 1571, PAGE 383 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT CALLED 4.9935 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027733, ALL OF THAT CALLED 4.9619 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027734, ALL OF THAT CALLED 4.5314 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027735, AND ALL OF THAT CALLED 5.6279 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027736 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, WHICH INCLUDES A PORTION OF AN OLD COUNTY ROAD RIGHT-OF-WAY AS ABANDONED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, ON DECEMBER 2, 1997, AS RECORDED IN VOLUME 97, PAGE 193 OF THE MINUTES OF SAID COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AS AGENDA ITEM NUMBER 16; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Kaatz Lane (right-of way width varies), at the southwest corner of Lot 1, Block K, Lakeside Estates, Phase 1-A, a subdivision as recorded in Cabinet R, Slides 394-397 of the Plat Records of Williamson County, Texas, being the southeast corner of the above described Pfeiffer 4.9935-acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Kaatz Lane, S 78°47'57" W a distance of 634.46 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at the intersecting north right-of-way line of said Kaatz Lane with the east right-of-way line of Texas State Highway 130-Toll Road (right-of-way width varies), being the most southerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most southerly southwest corner of the herein described tract, from which a 1/2-inch iron rod found bears, S 32°02'53" W a distance of 10.78 feet;

THENCE, with the east right-of-way line of said SH 130, N 26°21'26" E a distance of 88.06 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an interior corner of said Pfeiffer 4.9935-acre tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 63°38'35" W a distance of 77.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" at the most westerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most westerly southwest corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, along a curve to the left an arc distance of 1,683.74 feet, having a radius of 4,142.56 feet, a central angle of 23°17'16" and a chord which bears N 14°34'56" E a distance of 1,672.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common west corner of the above described Pfeiffer 5.6279-acre tract and Pfeiffer remainder tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'49" E a distance of 248.62 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, S 87°09'16" E a distance of 91.66 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'43" E a distance of 144.38 feet to a 1/2-inch iron rod found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 87°09'16" W a distance of 91.66 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'44" E a distance of 49.13 feet to a cotton gin spindle found on the west line of said Pfeiffer remainder tract, at a point of curvature of a curve to the right;

THENCE, continuing with the east right-of-way line of said SH 130, along said curve to the right an arc distance of 248.56 feet, having a radius of 1,500.00 feet, a central angle of 09°29'40" and a chord which bears N 07°35'34" E a distance of 248.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of a called 11.24 acre tract as conveyed to Dreamgirl, LP by special warranty deed recorded in Document Number 20098093521 of the Official Public Records of Williamson County, Texas, being the northwest corner of said Pfeiffer remainder tract, for the northwest corner of the herein described tract, from which a disturbed 1/2-inch iron rod with aluminum cap stamped "TXDOT" bears, along a curve to the right an arc distance of 332.99 feet, having a radius of 1,500.00 feet, a central angle of 12°43'09" and a chord which bears N 18°41'59" E, a distance of 332.30 feet;

THENCE, leaving the east right-of-way line of said SH 130, with the south line of said Dreamgirls 11.24-acre tract, S 77°48'35" E a distance of 523.11 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found at the southeast corner of said Dreamgirls 11.24-acre tract, on the west line of Lot 74, Block K, Lakeside Estates Section Four, a subdivision as recorded in Cabinet X, Sides 201-204 of the Plat Records of Williamson County, Texas, for the northeast corner of the herein described tract;

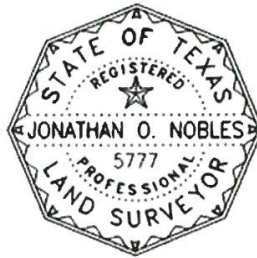
THENCE, with the west line of Lot 74, Block K, of said Lakeside Estates Section Four and the west line of Lot 24-AA, Block K, of the Amended Plat of Lot 24, Block K, Lakeside Estates, Phase 1-A and Lot 34, Block K, Lakeside Estates, Phase 1-B a subdivision as recorded in Cabinet V, Side 292 of the Plat Records of Williamson County, Texas, S 03°48'24" W a distance of 498.96 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of said Lot 24-AA, Block K;

THENCE, continuing with the west line of said Lot 24-AA, Block K and the west line of Lakeside Estates, Phase 1-A a subdivision as recorded in Cabinet R, Slides 194-197 of the Plat Records of Williamson County, Texas, S 08°01'21" W, pass a 1/2-inch iron rod found at the northeast corner of said Pfeiffer 5.6279-acre tract at a distance of 190.59 feet and continuing on for a total distance of 394.87 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of Lot 20, Block K, of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°31'25" W, pass a 1/2-inch iron rod found at the common east corner of said Pfeiffer 5.6279-acre tract and the above described Pfeiffer 4.5314-acre tract at a distance of 223.64 feet and continuing on for a total distance of 588.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of the above described Pfeiffer 4.9619-acre tract, being on the west line of Lot 12, Block K of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°57'05" W pass a 1/2-inch iron rod found on the west line of Lot 5, Block K of said Lakeside Estates, Phase 1-A, at the common east corner of said Pfeiffer 4.9619-acre tract and said Pfeiffer 4.9935-acre tract at a distance of 377.32 feet and continuing on for a total distance of 731.12 feet to the **POINT OF BEGINNING** and containing 27.970 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on May 09, 2019 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83.




Jonathan O. Nobles RPLS No. 5777
BGE, Inc.

7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

5/13/2019
Date

Date: May 13, 2019
Project No.: 6712-01-0040

NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the City Council of the City of Hutto, Texas (“City”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by Carolyn Pfeiffer, (the “Owner”), requesting that the City create a public improvement district (the “District”) to include property owned by the Owner.

Time and Place of the Hearing. The public hearing will be held at Hutto City Council Chambers, 500 W. Live Oak St., Hutto, Texas at 7 p.m. on October 17, 2019.

General Nature of the Proposed Public Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which public improvements will generally include: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District (the “Authorized Improvements”).

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$20,000,000.00 (including issuance and other financing costs).

Proposed District Boundaries. The District is proposed to include approximately 91 acres of land generally located in Hutto, Williamson County, Texas, and the Hutto extraterritorial jurisdiction, bounded on the west by SH 130 and FM 685, on the south by CR 138, and intersected by Estate Drive, as more particularly illustrated in the District boundary map and identified in the parcel description available at Hutto City Hall, Office of the City Secretary, and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. Approval and creation of the District will not obligate the City to provide any funds to finance the Public Improvements. All of the costs of the Public Improvements will be paid from assessments levied on the property within the District and from other funds available to the Owner



Exhibit A
Description of the Property



City of Hutto
500 West Live Oak Street - Hutto, Texas 78634
512-759-4030 • www.huttotx.gov



Mayor
Doug Gaul

Mayor Pro-tem
Tom Hines, Place 2

Council Members
Scott Rose, Place 1
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Turner, Place 5
Terri Grimm, Place 6

City Manager
Odis Jones

September 26, 2019

Carolyn Pfeiffer
8310 Magdalena Run
Helotes, Texas 78023-4502

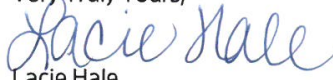
Dear Ms. Pfeiffer;

The City of Hutto ("Hutto") is considering the creation of the Covered Bridge Public Improvement District ("District"). The boundaries of the District are illustrated in Exhibit A attached hereto. According to the Williamson County Central Appraisal District records, you own property located within the proposed District. If you are not sure whether your property is located in the proposed District or you believe that you have received this notice in error, please contact me at 512-759-4033.

This letter serves to notify you, in accordance with Texas Local Government Code §372.009, that the City Council of Hutto will hold a public hearing beginning at 7 p.m. on October 17, 2019 at City Council Chambers, 500 W. Live Oak St., Hutto, Texas, to consider the creation of the District.

A copy of the Covered Bridge PID petition is available for public review at the office of the City Secretary, 500 W. Live Oak St, Hutto Texas 78634.

Very Truly Yours,


Lacie Hale
City Secretary

City of Hutto
500 West Live Oak Street - Hutto, Texas 78634
512-759-4030 • www.huttotx.gov



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Doug Gaul

Mayor Pro-tem
Tom Hines, Place 2

Council Members
Scott Rose, Place 1
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Turner, Place 5
Terri Grimm, Place 6

City Manager
Odin Jones

September 26, 2019

Lakeside Estates HOA
C/O: Colby Property Management
204 Bagdad St.
Leander, Texas 78641

Who Whom It May Concern;

The City of Hutto ("Hutto") is considering the creation of the Covered Bridge Public Improvement District ("District"). The boundaries of the District are illustrated in Exhibit A attached hereto. According to the Williamson County Central Appraisal District records, you own property located within the proposed District. If you are not sure whether your property is located in the proposed District or you believe that you have received this notice in error, please contact me at 512-759-4033.

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City Secretary

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Exhibit A
Description of the Property



City of Hutto
500 West Live Oak Street - Hutto, Texas 78634
512-759-4030 • www.huttotx.gov



Mayor
Doug Gaul

Mayor Pro-tem
Tom Hines, Place 2

Council Members
Scott Rose, Place 1
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Turner, Place 5
Terri Grimm, Place 6

City Manager
Odis Jones

September 26, 2019

The Bridge Community Church of
the Assemblies of God
C/O: David McLain
747 CR 138
Hutto, Texas 78634

Dear Mr. McLain;

The City of Hutto ("Hutto") is considering the creation of the Covered Bridge Public Improvement District ("District"). The boundaries of the District are illustrated in Exhibit A attached hereto. According to the Williamson County Central Appraisal District records, you own property located within the proposed District. If you are not sure whether your property is located in the proposed District or you believe that you have received this notice in error, please contact me at 512-759-4033.

This letter serves to notify you, in accordance with Texas Local Government Code §372.009, that the City Council of Hutto will hold a public hearing beginning at 7 p.m. on October 17, 2019 at City Council Chambers, 500 W. Live Oak St., Hutto, Texas, to consider the creation of the District.

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Lacie Hale
City Secretary

City of Hutto
500 West Live Oak Street - Hutto, Texas 78634
512-759-4030 • www.huttotx.gov



Exhibit A
Description of the Property



City of Hutto
500 West Live Oak Street - Hutto, Texas 78634
512-759-4030 • www.huttotx.gov

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO
FINANCE IMPROVEMENTS TO
COVERED BRIDGE PUBLIC IMPROVEMENT DISTRICT

THE STATE OF TEXAS §
 §
CITY OF HUTTO §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUTTO

The undersigned petitioner(s) ("Petitioner(s)"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended ("PID Act"), request that the City of Hutto create a public improvement district ("District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Hutto, Texas ("City") and the City's extraterritorial jurisdiction, and in support of this petition ("Petition") present the following:

Section 1. Standing of Petitioner. This Petition is executed and submitted in compliance with the requirements of the PID Act, Section 372.005(b). As determined by the current tax roll of the Williamson Central Appraisal District, the Petitioner(s) constitute: (i) the owner(s) of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owner(s) of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, swimming pools, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater, and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way, and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) — (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) — (vii) above, including costs of establishing, administering, and operating the District.

Section 3. Estimated Cost of the Proposed Construction of the Public Improvements: The estimated cost of the proposed construction is \$20,000,000.00 (including financing costs).

Section 4. Boundaries. The proposed boundaries of the District are described on Exhibit A attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii)

reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the District will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a nonprofit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Operations & Maintenance Public Improvement District. The Petitioner(s) will be permitted to request approval for a service and assessment plan, and an assessment roll, to levy an annual assessment to provide enhanced operations and maintenance services for the public facilities and associated common areas within the District.

Section 9. Additional Landowner. The Bridge Community Church of the Assemblies of God, a Texas nonprofit corporation, owns real property, within the proposed boundaries of the District, that is not taxable as of the date of this Petition, and approves and consents to the creation of the District.

The Petitioner(s) request the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signatures on following pages]

PETITIONER:

Signature: Carolyn Pfeiffer

Name: Carolyn Pfeiffer

Date: August 1, 2019

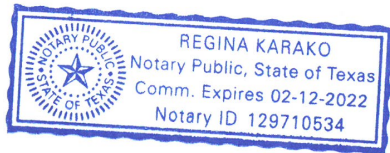
THE STATE OF TEXAS

COUNTY OF ~~WILLIAMSON~~ Bexar

THIS INSTRUMENT was acknowledged before me on the 1st day of August, 2019,
by Carolyn Pfeiffer.

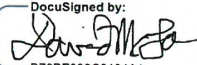
[SEAL]

Regina Karako
Notary Public, State of Texas



APPROVED AS TO FORM
AND CONSENT:

THE BRIDGE COMMUNITY CHURCH OF
THE ASSEMBLIES OF GOD, a Texas
nonprofit corporation

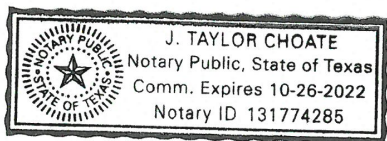
DocuSigned by:

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By Signature: _____
Name: David McLain
Title: Director and President
Date: Aug 6, 2019

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT was acknowledged before me on the 6 day of August, 2019, by
David McLain, Director and President, The Bridge Community Church of the Assemblies of God,
a Texas nonprofit corporation, on behalf of that entity and in that person's official capacity.

[SEAL]



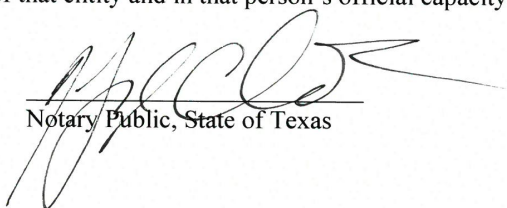
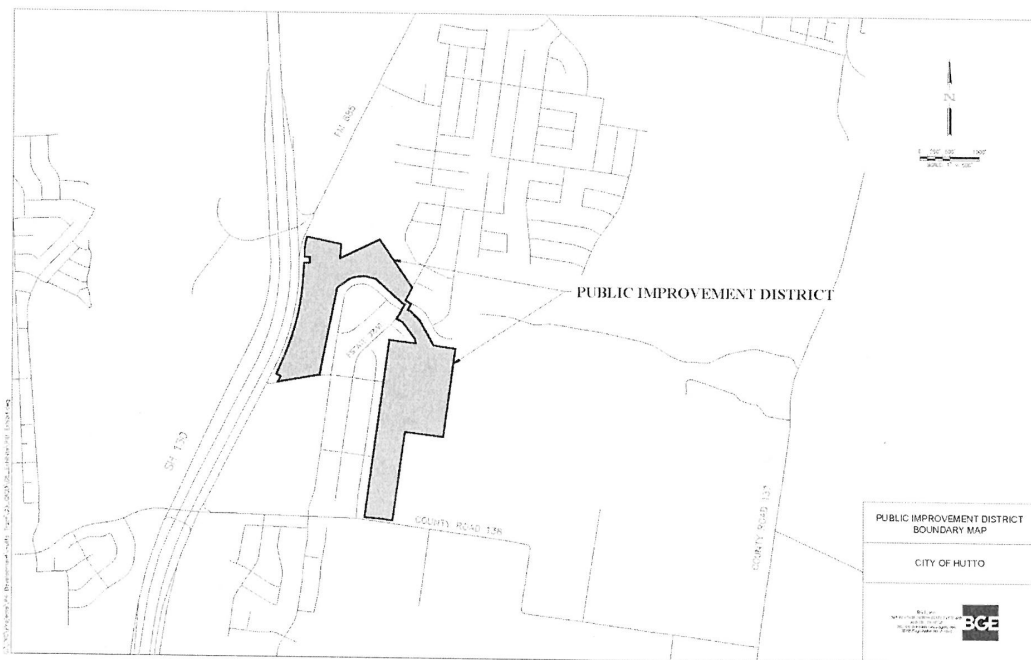

Notary Public, State of Texas

EXHIBIT A

LAND - Map



LAND – Parcels and Right-of-Way

The proposed District consists of all that certain land, tracts, and parcels within the City of Hutto, Texas, or its extraterritorial jurisdiction, being described and identified by the following:

Williamson County Appraisal District Parcel Numbers R447828, R447830, R447831, R447829, R311091, R427374, R426904, R505476, R085635, and R020683; and

a portion of the right-of-way located on Estate Drive between Parcel No. R427374, on the western portion of Estate Drive, and Parcel No. R426904 on the eastern portion of Estate Drive.

Regular City Council
AGENDA ITEM
11.C.



To: City Council
Subject: Resolution authorizing City Manager to execute agreement with Legends of Hutto Home Owners Association to deed ownership of drainage lots to the City of Hutto. (Samuel Ray)
Meeting: Regular City Council - 17 Oct 2019
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

The Legends of Hutto is a residential subdivision in the center of Hutto. Due to a number of reasons including poor soil, drought and flood cycles, lack of maintenance and other factors a number of the drainage lots containing channels and a detention pond are in very poor condition due to erosion and sedimentation. It has been determined that as part of the 2018 Street and Drainage Bond the City has allocated \$550,000 for improvements to these drainage facilities. In order for the City to begin the improvements which will include maintenance and construction activities the City will have to take over ownership of the lots which are currently owned by the HOA.

FINANCIAL IMPACT:

The City has allocated \$550,000 from the 2018 Road and Drainage GO Bond for improvements to these drainage lots. In addition, once the City takes over ownership the city will be responsible for continued maintenance including mowing of these lots in perpetuity.

POLICY IMPLICATIONS:

Approval of this resolution would allow the city to carry out the currently proposed Legends of Hutto Drainage improvements from the 2018 Road and Drainage Bond.

ATTACHMENTS:

[Resolution - Legends of Hutto Drainage Lots Deed from HOA to City of Hutto](#)

RESOLUTION NO. R

A RESOLUTION APPROVING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE LEGENDS OF HUTTO HOME OWNERS ASSOCIATION TO DEED OVER OWNERSHIP OF THE SUBDIVISIONS DRAINAGE LOTS TO THE CITY OF HUTTO.

WHEREAS, the Legends of Hutto is a residential subdivision within the corporate limits of the City of Hutto, Texas, and;

WHEREAS, the Legends of Hutto Home Owners Association maintains ownership and maintenance responsibilities of all drainage lots and facilities within the subdivision, and;

WHEREAS, the City of Hutto voters by majority vote approved the 2018 Road and Drainage Bond which as a part of that bond is proposed to improve the drainage ditches within the Legends of Hutto Subdivision, and;

WHEREAS, the City requires to take over ownership of the Legends of Hutto Drainage lots prior to spending public funds on said improvements, and;

WHEREAS, upon approval of this resolution the City of Hutto will draft documents to deed ownership of the Legends of Hutto Drainage Lots from the Home Owners Association to the City of Hutto;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

The Hutto City Council hereby authorizes the City Manager to execute an agreement with the Legends of Hutto Home Owners Association to deed over ownership of the Legends of Hutto Drainage Lots from the HOA to the City of Hutto.

CONSIDERED and RESOLVED on this the 17rd day of October, 2019.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Regular City Council
AGENDA ITEM
11.D.



To: City Council
Subject: Resolution authorizing the City Manager to execute various construction contracts, professional service agreements and material purchase agreements related to completion of the Innovation Business Park Improvements in the amount not to exceed \$2,276,285.31. (Samuel Ray)
Meeting: Regular City Council - 17 Oct 2019
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

In 2017 the City of Hutto entered into a development agreement with Titan Development whereas Titan Development would construct industrial buildings attracting industrial companies to the City creating jobs and stimulating the economy and in return the city would construct public improvements including road, drainage and utilities to support the business park development. In order to uphold the cities end of the agreement the city contracted with MWM Design Group to develop construction plans for the Business Park and Central Road and Utility, Ltd. to construct the proposed improvements. After a series of delays and construction problems and ultimately the contractor CRU going out of business early in 2019 the City of Hutto pulled the contractors performance bond with Hanover Insurance Company. After several months of back and forth with Hanover trying to get a new contractor in place to complete the remaining work resulting in further delays and the threat of law suit from Titan Development and tenants of Innovation Business Park the city decided to self perform the remainder of construction work. In order to self perform the remaining work the City will act as a general contractor on the job using city crews to complete remaining improvements and hiring subcontractors to complete any work that is outside of the capabilities of city crews due to a lack of specialty equipment or expertise. In addition the city will require to purchase material to complete said work. In order to expedite the construction process and deliver the improvements required of the City to the development it is needed that the City Manager is able to purchase materials and execute agreements with subcontractors related to completion of the Innovation Business Park. The need for subcontractors includes but is not limited to mass excavation for the detention pond, landscaping and irrigation, gas line tie-in, installation of handrail and guardrail, installation of electric conduit, installation of street lights, adjustment of existing utilities, etc..

FINANCIAL IMPACT:

The total not to exceed amount is \$2,276,285.31. This includes the \$1,668,635.81 remaining unpaid on the original construction contract with Central Road and Utilities and an additional \$607,649.50 to be paid to the City of Hutto from Hanover Insurance Company in release of the Performance Bond.

POLICY IMPLICATIONS:

This aligns with the cities strategic focus areas of Well Balanced and Diversified Economy, Infrastructure and Growth.

RECOMMENDATION:

Staff Recommends Approval.

ALTERNATIVES:

Staff will go through the normal procurement process requiring obtaining approval from City Council for each individual contract in excess of \$50,000. This will significantly delay completion of the project.

ATTACHMENTS:

[Resolution - Innovation Business Park City Completion of Construction Improvements](#)
[Development agreement between the City of Hutto and Titan Innovation Business Park LLC](#)
[Release and Settlement Agreement \(Hanover Insurance\) - 9-26-2019](#)
[FINAL COMPLETE CONSTRUCTION PLANS - 58001 Hutto Innovation 100p with](#)
[updates 20190913](#)

RESOLUTION NO. R

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE VARIOUS CONSTRUCTION CONTRACTS PROFESSIONAL SERVICE AGREEMENTS AND MATERIAL PURCHASE AGREEMENTS RELATED TO THE COMPLETION OF THE INNOVATION BUSINESS PARK IMPROVEMENTS IN THE AMOUNT NOT TO EXCEED \$2,276,285.31.

WHEREAS, the City of Hutto entered into a Development Agreement with Titan Development requiring the City construct street, drainage and utility improvements to support the development of the Innovation Business Park industrial development, and;

WHEREAS, the City of Hutto had contracted with Central Road and Utilities for the construction of the required public improvements, and;

WHEREAS, the Central Road and Utilities has gone out of business prior to completion of the project and the City of Hutto through prolonged work and negotiations with Hannover Insurance Company holder of the Performance Bond on this project has decided to self-perform the remaining construction work, and;

WHEREAS, the City is under threat of law suit from Titan Development and is required to deliver the public improvements per the signed Development Agreement, and;

WHEREAS, in order to expedite completion of the remaining construction improvements required by the Development Agreement and avoid excessive separate contract approvals through City Council it is needed that the City Manager can execute construction contracts and material purchase agreements related to completion of the Innovation Business Park improvements;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

The Hutto City Council hereby authorizes the City Manager to execute various construction contracts, professional service agreements and material purchase agreements related to the completion of the innovation business park improvements.

CONSIDERED and RESOLVED on this the 17rd day of October, 2019.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Clerk

RESOLUTION NO. R-17-04-13-4A

WHEREAS, Titan Innovation Business Park, LLC. "Developer" intends to acquire, through option agreements or otherwise, approximately 72 acres of real property known as the Schneider Tract (less the land to be sold by Chris & Clay Schneider and Veronica Bolander "the Schneiders" to the City in the Schneider Lot Sale), located within the extraterritorial jurisdiction of the City of Hutto and subject to executed annexation development agreements; and

WHEREAS, the Developer intends to develop the property as an industrial/business park including the construction of multiple institutional quality tilt-wall buildings; and

WHEREAS, the City has found and determined that the development of the property will further the public interest and welfare, and that the benefits that will accrue to the City are consistent with the City's economic development objectives to increase property and sale and use taxes, and the attraction of new jobs, and is necessary to promote and develop new business enterprises while striving to ensure compatibility with surrounding land uses; and

WHEREAS, the City and the Developer desire to set forth in an agreement, the terms and conditions of reimbursements and conveyances to be made to Developer to help defray certain costs incurred in the development of the property; and

WHEREAS, the Schneiders wish to convey to the City, and the City desires to purchase, land to be utilized for the extension of Emory Farms Blvd. and the construction of Technology Blvd. as well as a regional drainage facility at the locations outlined in the agreement.

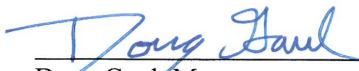
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS,

That the Hutto City Council hereby approves the development agreement, as attached as Exhibit A, with Titan Innovation Business Park, LLC., and Chris and Clay Schneider, and Veronica Bolander and authorizes the City Manager to execute the development agreement.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 13th day of April 2017.

CITY OF HUTTO, TEXAS



Doug Gaul, Mayor

ATTEST:



Seth Gipson, City Secretary

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 13 day of April, 2017, by and between the CITY OF HUTTO, TEXAS, a Texas home rule municipal corporation ("City"), TITAN INNOVATION BUSINESS PARK, LLC, its successors and assigns ("Developer") and CHRIS and CLAY SCHNEIDER and VERONICA BOLANDER (collectively, the "Schneiders").

RECITALS

WHEREAS, Developer intends to acquire, through option agreements or otherwise, approximately 72 acres of real property known as the Schneider Tract (less the land to be sold by the Schneiders to the City in the Schneider Lot Sale, the "Property"), located within the extraterritorial jurisdiction of the City of Hutto and subject to executed annexation development agreements and more specifically shown on Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Developer intends to develop the Property as an industrial/business park including the construction of multiple institutional quality tilt-wall buildings; and

WHEREAS, the City has found and determined that the development of the Property will further the public interest and welfare, and that the benefits that will accrue to the City are consistent with the City's economic development objectives to increase property and sale and use taxes, and the attraction of new jobs, and is necessary to promote and develop new business enterprises while striving to ensure compatibility with surrounding land uses; and

WHEREAS, the City and Developer desire to set forth in this Agreement the terms and conditions of reimbursements and conveyances to be made to Developer to help defray certain costs incurred in the development of the Property; and

WHEREAS, Schneiders wish to convey to the City, and the City desires to purchase, approximately 5 acres of land to be utilized for the extension of Emory Farms Blvd. and

construction of Technology Blvd at the locations shown on Exhibit "B", and approximately 12.34 acres of land to be utilized as a regional drainage facility at the location shown on Exhibit "B" (such purchase and sale the "Schneider Lot Sale"). The exact descriptions of both acquisitions shall be determined by a metes and bounds survey prepared on behalf of the City prior to closing. Schneiders agree to convey the two above-described tracts for \$1.00 per square foot, as determined by the final surveys.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

I.

Authority

The City's execution of this Agreement constitutes a valid and binding obligation of the City in the event Developer complies with the conditions as stated herein. The City acknowledges that Developer and the Schneiders are acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to construct the Project.

II.

Term

This Agreement shall become enforceable upon its Effective Date, which is the date this Agreement is approved by the City. This Agreement shall terminate fifteen (15) years after the Effective Date, or when the Project is complete, as stated herein, whichever occurs first.

III.

Annexation

Developer will commence proceeding to annex the property to be developed, into the City of Hutto, within ninety (90) days from the execution of this Agreement. The City will support and otherwise cause the Property to be annexed into the City of Hutto.

IV.

Project Description

The “Project” means the construction by Developer of multiple institutional quality tilt wall buildings on the Property, the commencement of annexation, platting, zoning (Light Industrial) the Property. Building construction shall run simultaneously with infrastructure improvements to be installed by the City. The City will also co-operate with and support the Developer’s efforts to in obtain Triple Freeport Tax Exemption status.

V.

Rights and Obligations of City

1. City, at its sole cost and expense, agrees to design and construct approximately 3,500 lineal feet of roadway, being Technology Boulevard and Emory Farms Blvd.as approximately shown on Exhibit B and related stormwater drainage infrastructure that extends in both the north-south and east-west direction thereby making the Property accessible off of Innovation Boulevard and the Emory Farms Avenue extension (the “Roadways”). The Roadways shall meet the general specifications set forth on Exhibit C, shall be public roadways, and shall be maintained in good condition and repair by the City.
2. The City will design and construct, or cause to be designed and constructed, at no cost to Developer, the utilities extensions generally in accordance with the provisions set forth on Exhibit “C” (the “Utilities”). The Utilities shall meet the general specifications set forth on Exhibit C.

3.

3. The City, at its sole cost and expense, shall design and construct a landscaped buffer within an area 25 feet or less from the eastern property line to serve as a buffer from the existing residential development to the east, said 25 foot landscaped area to be planted in accordance with the City of Hutto's Unified Development Code (UDC)
4. The City, at its sole cost and expense, shall design and construct the regional drainage retention structures and improvements (the "Drainage Improvements") within the Property purchased by the City in the Schneider Lot Sale at the location as generally shown on Exhibit "B", as well as a 10' hike and bike trail encircling the regional retention structure. Developer will ensure that the hike and bike trail will be maintained by a property owners' association formed by Developer. The Drainage Improvements shall have the general specifications set forth on Exhibit C, shall be a public facility, and shall be maintained in good condition and repair by the City.
5. The Roadway, Utilities, and Drainage Improvements (such items collectively, the "Infrastructure") shall have the general specifications and characteristics set forth on Exhibit "C". The final location and specifications for the Infrastructure shall be determined jointly by the City and the Developer in accordance with this Agreement. The City and the Developer may elect to complete the Infrastructure in phases and/or concurrently with construction of Developer's buildings. Within thirty (30) days after the date of this Agreement, the City shall provide to the Developer an itemized estimate of the cost of the Roadways, Utilities, Drainage Improvements, landscape buffer, and hike and bike trail prepared by its engineer along with reasonable proof of the City's ability to timely pay for all such amounts. If the City elects to complete design and construction of any portion of its obligations hereunder, the City shall provide to Developer for Developer's reasonable approval, copies of all construction plans and specifications and construction schedules for

4.

the applicable phase of construction. The City's design and construction shall be completed in a time and in a manner so as not unreasonably interfere with or delay Developer's construction and, to the extent reasonably requested by Developer, the City shall cause its contractors to coordinate their schedules with those of Developer's contractor. Not later than the date that the Developer substantially completes each building, or such earlier date if required by a lease or purchase agreement executed by Developer, the City shall complete such portion of the improvements reasonably necessary or convenient for the full use of the applicable building and otherwise required by any lease or purchase agreement for the applicable building. If any offsite Infrastructure is required as a part of the development of the project by Developer, the City, at its sole cost and expense, shall complete all such Infrastructure in a manner and on a schedule that will not materially delay construction or increase the cost of construction by Developer.

6. The City shall, to the maximum extent permitted by law, accelerate the approval of any requests by Developer for rezoning, replatting, building or other construction permits, or any other requests for approvals or permits related to the Property.
7. The City will consider offering incentive partial tax reimbursement agreements to end-users within the Property.
8. The City hereby agrees, conditioned upon the execution of this Agreement by all Parties, to acquire from the Schneiders approximately 5 acres of land to be utilized for the extension of Emory Farms Blvd. at the location shown on Exhibit "B", and approximately 12 acres of land to be utilized as a regional drainage facility at the location shown on Exhibit "B". The exact descriptions of both acquisitions shall be mutually agreed upon by the parties and determined by a metes and bounds survey prepared on behalf of the City prior to closing. Schneiders agree to convey the two above-described tract for \$1.00 per square

foot, as determined by the final surveys and in conformance with a standard TRE contract approved by both City and Schneiders which shall be executed within twenty (20) days after the date of this Agreement. The TRE contract will include language, in addition to other standard provisions, providing that the Schneider Lot Sale shall close within sixty (60) days after the date of this Agreement, that the City shall pay the cost of the title policy and all other closing costs, that the Schneider tracts will be conveyed by Special Warranty Deed, that there shall be a forty-five (45) day feasibility period, that the Schneiders and City shall have the right of specific performance, and that Developer is a third-party beneficiary.

9. Irrespective of anything stated above, the maximum amount to be expended by the City for all Infrastructure costs, including acquisition of Right-of-Way, shall not exceed \$5 million.

VI.

Rights and Obligations of the Developer

1. Within ninety (90) days after the date of this Agreement, Developer will file applications for annexation of the Project, rezoning of the Project, and a replat for the lot for the initial building, the tracts to be conveyed to the City as part of the Schneider Lot Sale, and the related easements and right of ways.
2. A combination of speculative, build-to-suit (BTS) and land sales may occur within the Property. Developer, and/or such parties acquiring any part of the Project, from Developer will construct approximately 800,000 square foot of industrial/business park institutional grade tilt wall buildings on the Property, (with a projected timeline of fifteen (15) years, after Developer's commencement of site work for the first building on the Property). The Developer will construct all onsite improvements associated with the design and construction of the buildings.

6.

3. Within thirty (30) days after the later of (i) the effective date of the City's annexation, (ii) the City's approval of the rezoning for the Project, (iii) the City's approval of the replat for the initial building and Schneider Lots Sale, and (iv) the City's completion of the Infrastructure required for or reasonably related to the first building to be constructed by Developer, the Developer shall commence construction of an 100,000 square foot or greater institutional quality tilt-wall building. Developer will commence design and construction of the second building when the first building is 80% or more leased out and the City has completed the Infrastructure for such building. Developer shall commence design and construction on the third building when the second building is 80% or more leased out and the City has completed the Infrastructure for such building. This methodology shall continue until Developer has constructed a total of 800,000 square feet of buildings
4. Developer will comply with all federal, state, and local laws, regulations, and ordinances.
5. In the event that more than 100,000 square feet is constructed on a speculative basis within one/half (1/2) mile of the Property by an entity other than Developer or if the City provides public assistance to another developer to construct industrial buildings which are competitive with those required to be built by Developer hereunder, the Developer's obligation to complete buildings within the Property shall be reduced by the number of square footage in such new construction or expansion
6. Within thirty (30) days after the approval of this Agreement, Developer and City agree to cooperate in the development and approval of a Master Construction Schedule which details the timing and coordination of the design and construction of the Infrastructure and of Developer's initial building within the overall Park Plan.

VII.

Miscellaneous

A. Mutual Assistance.

The City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

B. Representations and Warranties.

The City represents and warrants to Developer that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the City that it has the requisite authority to enter into this Agreement.

C. Default.

If either the City or Developer should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. In the event of an uncured default by the City of any of its obligations hereunder, the City shall be liable to Developer for all costs of construction of public improvements within or adjacent to the Property incurred or suffered by Developer as a result of the City's default. In the event of an uncured breach by Developer hereunder, the City, as its sole remedy, may recover from Developer the City's direct damages in an amount not to exceed (i) (x) 800,000 minus the square footage of all buildings constructed or under construction in the Property as of the applicable date, divided by (y) 800,000; multiplied by (ii) the reasonable and actual

amounts paid by the City to third-parties for construction of the Infrastructure as of the applicable date.

D. Attorney's Fees.

In the event any legal action or proceeding is commenced between the City and Developer to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

E. Entire Agreement.

This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Developer.

F. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

G. Assignment.

Developer may not assign its rights and obligations under this Agreement to a third party without obtaining written permission from City to do so. Notwithstanding the foregoing, Developer's obligations hereunder may be satisfied by third-parties constructing buildings on the Property after sales or ground leases of portions of the Property to such third parties.

H. Amendment.

This Agreement may be amended by the mutual written agreement of the parties.

I. Notice.

Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in

the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Developer: Kevin Reid
Manager
Titan Innovation Park, LLC
9601 McAllister Fwy #1120
San Antonio, Texas 78216
Kevin@Titan-Development.com

Copy to: Christopher Pacheco
6300 Riverside Plaza Lane NW
Suite 200
Albuquerque, New Mexico 87120

City: City of Hutto
Attn: City Manager
401 West Front Street
Hutto, TX 78634

Schneiders: Chris and Clay Schneider

Either party may designate a different address at any time upon written notice to the other party.

J. Applicable Law.

This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

K. Severability.

In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid, or unenforceable, a provision be

added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

L. Paragraph Headings.

The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

M. No Third Party Beneficiaries.

This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

N. Exhibits.

The following Exhibit is attached and incorporated by reference for all purposes:

Exhibit "A"	Property description
Exhibit "B"	Conceptual Master Plan
Exhibit "C"	General Road, Utility and Drainage Specifications

O. No Joint Venture.

It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED to be effective as of the 13 day of April, 2017.

TITAN INNOVATION PARK, LLC

By: [Signature]
Printed Name: Kevin L. Reid
Title: Manager

CITY OF HUTTO, TEXAS,
A home rule city and municipal corporation

By: [Signature]
Odio Jones
City Manager

City Attorney
[Signature]

CHRIS SCHNEIDER
[Signature]

CLAY SCHNEIDER
[Signature]

VERONICA BOLANDER
[Signature]

**EXHIBIT A
PROPERTY DESCRIPTION**

[SEE ATTACHED]

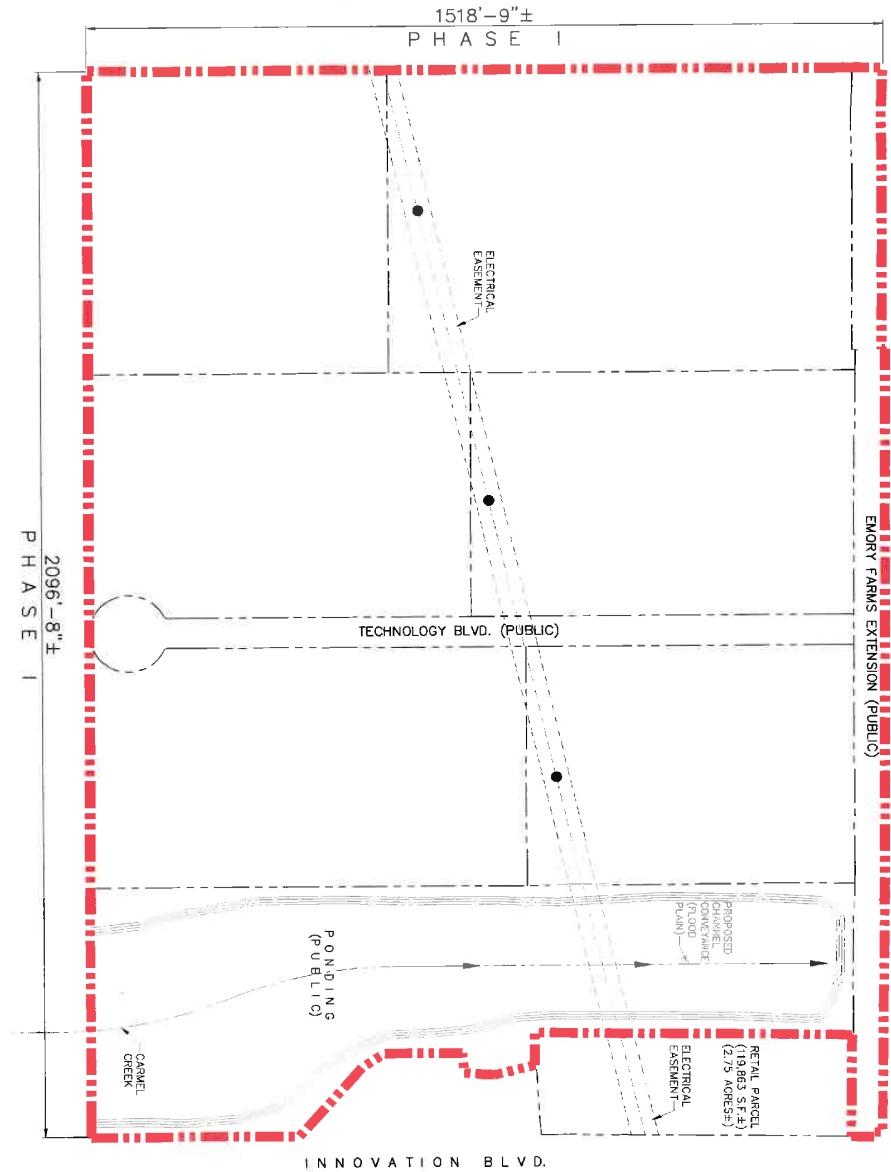
13.

PRBB
WMA
 WMA GROUP, INC.
 10000 N. LOOP W.
 SUITE 1100
 DALLAS, TEXAS 75243
 P: (214) 777-2800
 F: (214) 777-2800

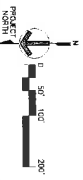
TITAN
 9801 MCALLISTER FREEWAY
 SUITE 1120
 SAN ANTONIO, TX 78216
 PH: (210) 338-5220

**EXHIBIT "A" PROPERTY-INNOVATION BUSINESS PARK
 HUTTO, TEXAS**

MASTER PLAN
 File Name: J:\Projects\Hutto\MP3-HUTTO\MASTER PLAN.dwg
 Drawn By: JLM
 Date: 3-17-2017
 Revised: 4-10-2017
 4-19-2017 4-27-2017



PHASE I PROJECT RECAP	
GROSS LAND AREA.....	3,125.673 S.F.
PONDING AREA.....	71.75 ACRES±
NEW INTERIOR ROADS AREA.....	537.709 S.F.
NEW INTERIOR ROADS AREA.....	12.34 ACRES±
PHASE I NET LAND AREA.....	2,285.573 S.F.
	51.0 ACRES±
	54.30 ACRES±



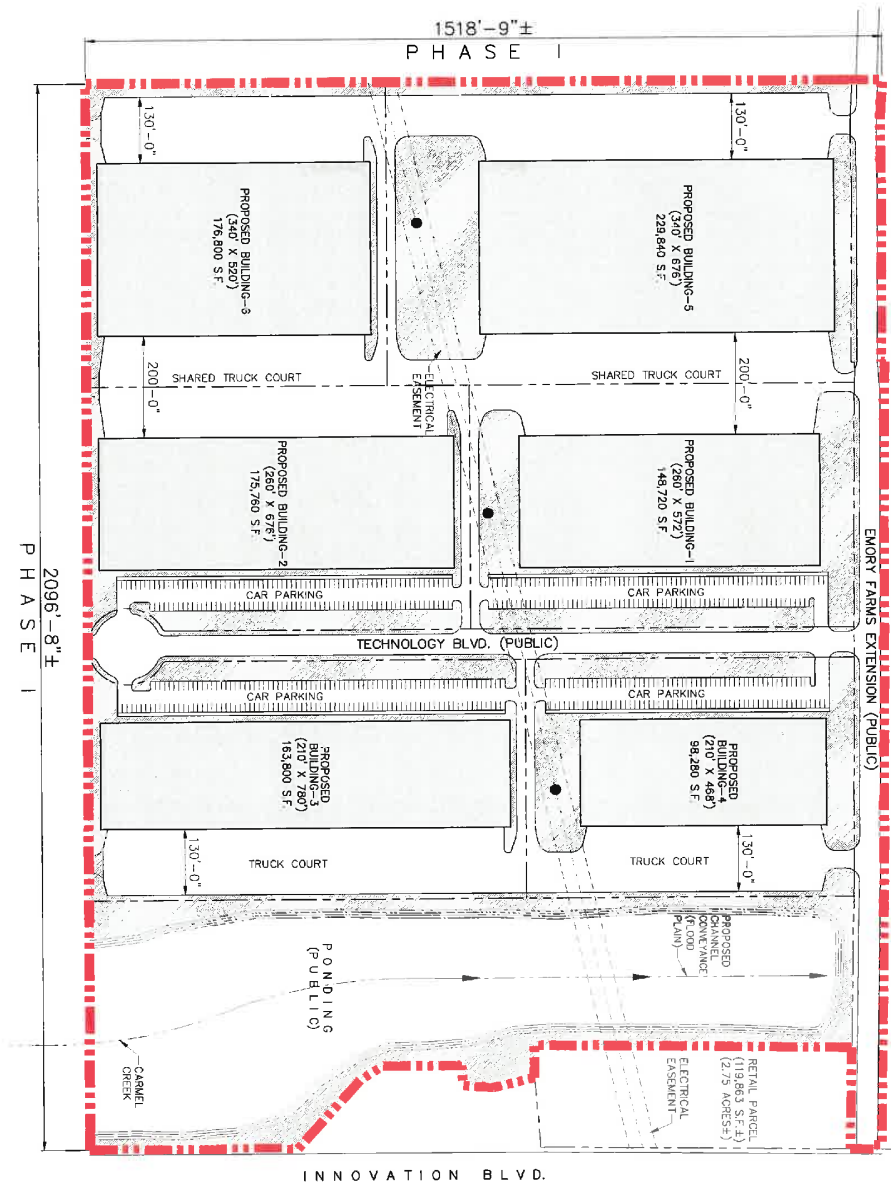
J:\nd_group\Drawings\17009-TITAN\17009-A\option 3\17009-A_MP3-HUTTO EXHIBIT-A.dwg, 4/27/2017 5:09:12 PM, David

EXHIBIT B
CONCEPTUAL MASTER PLAN

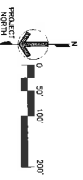
[SEE ATTACHED]

14.

CONCEPTUAL MASTER PLAN-INNOVATION BUSINESS PARK HUTTO, TEXAS



PHASE I PROJECT RECAP	
PHASE I	
BUILDING NO. 1	148,720 S.F.
BUILDING LAND AREA	3.09 ACRES±
COVERAGE	42%
BUILDING NO. 2	175,760 S.F.
BUILDING LAND AREA	3.45,170 S.F.±
COVERAGE	7.92 ACRES±
BUILDING NO. 3	183,800 S.F.
BUILDING LAND AREA	8.68 ACRES±
COVERAGE	42%
BUILDING NO. 4	148,720 S.F.
BUILDING LAND AREA	293,870 S.F.±
COVERAGE	8.74 ACRES±
BUILDING NO. 5	228,840 S.F.
BUILDING LAND AREA	597,264 S.F.±
COVERAGE	12.10 ACRES±
BUILDING NO. 6	176,800 S.F.
BUILDING LAND AREA	340,950 S.F.±
COVERAGE	7.92 ACRES±
GROSS LAND AREA	3,125,673 S.F.
PONDING AREA	71,775 ACRES±
NEW INTERIOR ROADS AREA	12.34 ACRES±
PHASE I NET LAND AREA	2,365,573 S.F.
TOTAL BUILDING AREA	54,30 ACRES±
BUILDING COVERAGE	993,200 S.F.



J:\ind_group\Draw\17709-TITAN\17709-A\option 3\17709-A_MP3-HUTTO DEV. EXH-REV.dwg, 4/19/2017 4:54:49 PM, David

EXHIBIT C
GENERAL ROAD, UTILITY AND DRAINAGE SPECIFICATIONS

General Road Specifications

In general, the Roadways shall be designed, engineered and constructed to reasonably serve the intended development of the Project and shall be in compliance with City of Hutto standards. The Roadways shall be constructed in accordance with the City of Hutto's Thoroughfare Plan and Unified Development Code. The Roadways shall be constructed pursuant to City standards. The Roadways shall be designed, engineered and constructed to handle heavy truck traffic with a truck count in excess of one hundred trucks per day. The Roadways shall include all traffic signs, signals and other traffic control devices reasonably necessary or common in a business park of this size and nature. The Roadways shall comply with all City Unified Development Code and TXDOT (if applicable) requirements. The Roadways shall include all curbing, curb-cuts and driveway cuts. The Roadways shall be designed, engineered and constructed to comply with the drainage plan and Drainage Improvements. The City does not contemplate that any traffic study or analysis will be required for the development of the Project, construction of any building, or the construction of the Roadways. To the extent that any traffic study, traffic analysis, or other similar study is required by the City, TXDOT, or any other party having jurisdiction at any time, the costs of such study and any and all improvements or Infrastructure required as a result of such study shall be completed by the City at its sole cost and expense and in a time and manner so as not to delay the construction or occupancy of any building by Developer.

General Utility Specifications

In general, the utilities shall be designed, engineered and constructed to reasonably serve the intended development of the Project and shall comply with City standards.. The Utilities shall include water, sanitary sewer, electric, natural gas, telephone, fiber optic, and cable television all in a capacity sufficient to serve the fully constructed Project. All utilities and related utility easements shall be underground and placed within the Roadways right-of-way.

General Drainage Specifications

The Drainage Improvements generally include those improvements to Carmel Creek and those improvements within the Project necessary to collect and convey stormwater drainage from the Project and such other upstream flows as determined by the City. In general, the Drainage Improvements shall be designed, engineered and constructed to reasonably serve the intended development of the Project and shall be of such quality and characteristics typically required by tenants and purchasers of institutional quality tilt-wall buildings. The Drainage Improvements shall be constructed to accept all drainage from the Project, as fully developed with all buildings, parking lots and other impervious ground cover, all in a manner such that no detention or retention

ponds shall be required on any lot within the Project. The Drainage Improvements shall include such facilities required to comply with all EPA, FEMA and other federal, state and local requirements.

SNEED, VINE & PERRY

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
ESTABLISHED 1926

108 EAST 8TH STREET
GEORGETOWN, TEXAS 78626

TELEPHONE: (512) 930-9775
TELECOPIER: (512) 819-9707

WEBSITE: www.sneedvine.com
EMAIL: spetersen@sneedvine.com

May 9, 2017

Via CMRRR No. 7016 2140 0000 7969 0899

Odis Jones
CITY OF HUTTO
401 W. Front Street
Hutto, TX 78634

Re: Two (2) Original Development Agreements – Schneider/Hutto/Titan

Dear Mr. Jones:

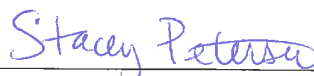
Enclosed please find two (2) original Development Agreements both signed by the Schneiders and Titan Innovation Park.

If you have any questions, please don't hesitate to contact us.

Very truly yours,

SNEED, VINE & PERRY
A PROFESSIONAL CORPORATION

By:



Stacey Petersen
Legal Assistant

Enclosures

AUSTIN

GEORGETOWN

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Agreement") is entered this ____ day of September, 2019, by and between City of Hutto (the "City") and Hanover Insurance Company ("Hanover") as follows:

RECITALS

WHEREAS, the City entered into a written construction contract dated September 21, 2017, (the "Contract") with Central Road & Utility, Ltd. ("CRU") for a project known as Innovation Business Park Infrastructure (the "Project").

WHEREAS, on or about September 22, 2017, Hanover issued Performance and Payment Bond No. 1051933 (amended to number 1051993) naming the City as the obligee, in the penal sum of \$4,953,612.74, to secure the performance of CRU pursuant to the Contract.

WHEREAS, by letter dated February 20, 2019, the City notified Hanover that CRU had abandoned the Project, and the City made demand upon Hanover under its Performance Bond to complete work on the Project in accordance with the Contract.

WHEREAS, the City has agreed to perform all the work remaining to be performed under the Contract, and to otherwise fulfill all the remaining responsibilities and obligations of CRU under the Contract.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, including the payment being made by Hanover to the City pursuant to Paragraph 1 of this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

AGREEMENTS

1. **Payment and Release.** In consideration of the sum of Six Hundred Seven Thousand, Six Hundred Forty-Nine Dollars and Fifty Cents (\$607,649.50) (the "Payment"), the receipt and sufficiency of which is hereby acknowledged, the City fully and finally releases and discharges Hanover and shall accept the Payment as complete satisfaction and discharge of any and all obligations or liability which Hanover now has or might ever have in the future under the Performance Bond or otherwise for any claims, costs, fees, losses, or damages of any kind arising out of the Contract or CRU's default except as set forth in Paragraphs 2 and 3. Within seven (7) business days from the execution of this Agreement by all parties, Hanover shall make the Payment to the City. The City shall not look to Hanover for any further payment under any circumstances except as may be allowed pursuant to Paragraphs 2 and 3.

2. **Payment Bond.** Hanover acknowledges and agrees that its obligations under the Payment Bond shall continue to remain in full force and effect in accordance with the Payment Bond's terms and applicable statutes with respect to work performed by CRU prior to default. It is expressly understood and agreed between Hanover and the City that the scope and coverage of such Payment Bond is limited to valid and perfected claims for payment of subcontractors and suppliers of CRU for labor or materials supplied to the Project through CRU and that Hanover's Payment Bond is not for the benefit of the City in its completion of the Project or any of its subcontractors, materialmen or suppliers for any labor or materials they provide. Any Payment Bond payments made by Hanover or the City shall be credited dollar for dollar against the

penal sum of the Payment Bond. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of Hanover under the Payment Bond.

3. **Latent Defects.** "Latent Defect" means a hidden defect in the work put in place prior to the City's takeover of the Project, which reasonably careful inspection would not reveal or that cannot be discovered by any known or customary tests. Hanover acknowledges and agrees that its obligations under the Performance Bond shall continue to remain in full force and effect in accordance with the Performance Bond's terms with respect to Latent Defects in the work performed by CRU prior to termination. As of the date of this Agreement, the City has taken over the Project and commenced work. The City warrants and represents it is not presently aware of any Latent Defects in CRU's work. The City shall notify Hanover of any Latent Defect(s) it may discover in writing and obtain Hanover's prior written approval as to scope and cost of the work before proceeding with any corrective work for which the City intends to seek compensation. The City shall permit Hanover to fully investigate any claimed Latent Defect and will allow Hanover full access to the Project to complete its investigation. If the City corrects a Latent Defect without prior notice to Hanover and without a written directive from Hanover to undertake such work, the City shall be deemed to have waived any claim against Hanover for such work. To the extent there are any disputes between the City and Hanover regarding any claimed Latent Defect which cannot be resolved, the City and Hanover agree to arbitrate such dispute with the American Arbitration Association pursuant to its Construction Industry Arbitration Rules and Mediation Procedures.

4. **Assignment of Rights.** The City assigns and transfers to Hanover all claims, demands, causes of action, rights, and equities that it has against CRU, and its successors and assigns, heirs or personal representatives, in connection with or incident to the Project.

5. **Hanover's Reservation of Rights Against CRU and Indemnitors.** Nothing contained in this Agreement constitutes a waiver by Hanover of any rights which it may have to seek reimbursement or indemnity from CRU or any indemnitors under Hanover's General Agreement of Indemnity with respect to the Payment which Hanover is making pursuant to this Agreement or in connection with losses of any kind incurred by Hanover as a result of having issued either the Performance Bond or the Payment Bond. It is expressly understood and agreed that Hanover is reserving all rights, claims and causes of action which it now has or which may arise in the future to seek reimbursement or indemnity from CRU or any indemnitors with respect to any and all losses of any kind incurred by Hanover as a result of having issued the Performance Bond or the Payment Bond

6. **Representations and Warranties.** The City and Hanover each represent and warrant that each has taken all action and obtained all consent, if any, necessary to authorize the execution and delivery of this Agreement. The City and Hanover each further represent and warrant that each has the legal capacity to and is duly authorized to execute and deliver this Agreement. This Agreement shall be binding upon and inure to the benefit of both the City and Hanover, their respective representatives, successors, and assigns. Each party represents and warrants to the other that the

person executing this Agreement on its behalf is duly authorized to execute the same as the act of that party.

7. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall create any third party beneficiaries nor confer any benefit or enforceable rights under this Agreement upon any person or entity other than the parties to this Agreement.

8. **Remedies; Governing Law.** The remedies provided in this Agreement are nonexclusive and cumulative in nature unless otherwise stated herein. This Agreement shall be interpreted and governed according to the laws of the State of Texas.

9. **Severability.** In the event that any term or provision of this Agreement, or any portion thereof, shall be determined by a court of competent jurisdiction to be void, invalid or unenforceable for any reason whatsoever, the remaining terms and provisions shall remain in full force and effect as though the void, invalid or unenforceable provision was deleted therefrom.

10. **Merger: Complete Agreement.** This written Agreement, together with any supplemental provisions or addenda attached to the Agreement, constitutes the entire agreement between and among the parties hereto regarding the issues which are the subject of this Agreement. Any prior understandings or agreements, and any representations made by either party to the other, not included or specifically addressed in this Agreement, are deemed to be merged herein and not binding as to the parties as this Agreement constitutes the complete understanding and agreement between the parties. This Agreement is for the sole benefit of the parties hereto, their respective

successors and assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

11. **Construction of Agreement.** The parties hereto acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, and restrictions, and as to the effect of all the provisions of this Agreement, and agree to the enforcement of any and all of these provisions and execute this Agreement with full knowledge of these provisions. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or constructing the provisions shall not apply the presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. The headings of the subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning, construction, or effect of this Agreement, or any provisions hereof.

12. **Counterparts.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. **Attorneys' Fees.** In the event any party files a suit or legal proceeding to enforce or construe the provisions of this Agreement, then the party which prevails in such action or proceeding shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred in such suit from the party from whom enforcement was sought, accept as provided for in the Contract.

14. **No Admission of Liability.** This Agreement does not constitute an admission of liability on the part of any party.

15. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement executes this Agreement and sends a facsimile copy of this Agreement's signature pages to all other parties confirming and advising the other parties of the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as indicated below:

CITY OF HUTTO, TEXAS

By: Brian Finkel
Title: ASSISTANT CITY MANAGER
Date: 9/26/2019

THE HANOVER INSURANCE COMPANY

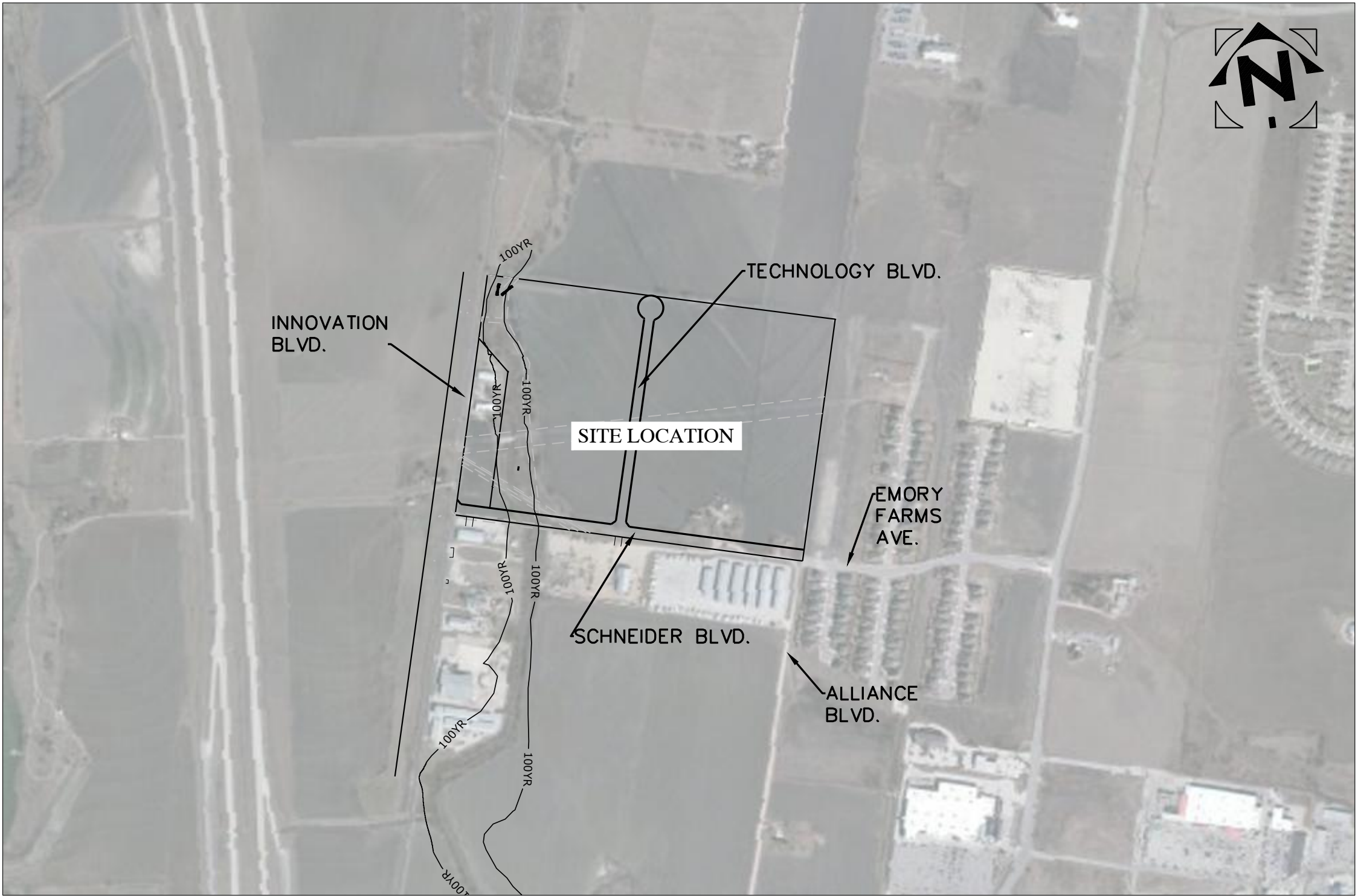
By: _____
Title: _____
Date: _____

HUTTO INNOVATION INDUSTRIAL PARK

HUTTO, Texas 78634

SHEET NUMBER	SHEET INDEX	SHEET TITLE
C001	1	COVER
C002	2	OVERALL LAYOUT
C003	3	GENERAL NOTES
C004	4	DRY UTILITY LAYOUT
C005	5	OVERALL TCP
C101	6	TEMPORARY EROSION & SEDIMENTARY CONTROLS
C102	7	TEMPORARY EROSION & SEDIMENTARY CONTROLS
C103	8	TEMPORARY EROSION & SEDIMENTARY CONTROLS
C104	9	TEMPORARY EROSION & SEDIMENTARY CONTROLS
C201	10	SCHNEIDER BLVD - ROADWAY PLAN & PROFILE
C202	11	SCHNEIDER BLVD - ROADWAY PLAN & PROFILE
C203	12	TECHNOLOGY BLVD - ROADWAY PLAN & PROFILE
C204	13	TECHNOLOGY BLVD - ROADWAY PLAN & PROFILE
C205	14	INNOVATION BLVD - ROADWAY PLAN & PROFILE
C206	15	ROADWAY SECTIONS
C207	16	ROADWAY SECTIONS
C208	17	ROADWAY SECTIONS
C209	18	ROADWAY SECTIONS
C210	19	ROADWAY SECTIONS
C211	20	ROADWAY SECTIONS
C212	21	PAVING PLAN
C213	22	ROADWAY TYPICAL SECTIONS
C214	23	ROADWAY TYPICAL SECTIONS
C215	24	INTERSECTION DETAILS
C216	25	INTERSECTION DETAILS
C217	26	INTERSECTION DETAILS
C218	27	INTERSECTION DETAILS
C219	28	SIGNING AND STRIPING PLAN
C220	29	SIGNING AND STRIPING PLAN
C300	30	SITE DRAINAGE AREA MAP
C301	31	MASTER DRAINAGE AREA MAP
C302	32	STORM PLAN & PROFILE
C303	33	STORM PLAN & PROFILE
C304	34	STORM PLAN & PROFILE
C305	35	STORM PLAN & PROFILE
C306	36	STORM PLAN & PROFILE
C307	37	POND RATING STRUCTURE
C401	38	SCHNEIDER BLVD - WATER PLAN & PROFILE
C402	39	SCHNEIDER BLVD - WATER PLAN & PROFILE
C403	40	TECHNOLOGY BLVD - WATER PLAN & PROFILE
C404	41	TECHNOLOGY BLVD - WATER PLAN & PROFILE
C501	42	INNOVATION BLVD - WASTEWATER PLAN & PROFILE
C502	43	INNOVATION BLVD - WASTEWATER PLAN & PROFILE
C503	44	SCHNEIDER BLVD - WASTEWATER PLAN & PROFILE
C504	45	TECHNOLOGY BLVD - WASTEWATER PLAN & PROFILE
C505	46	TECHNOLOGY BLVD - WASTEWATER PLAN & PROFILE
L001	46	LANDSCAPE NOTES
L100	47	POND SITE PLAN
L191	48	SITE DETAILS
L201	49	CIRCLE SITE PLAN
L301	50	POND GRADING PLAN
L303	51	BUFFER GRADING PLAN
L701	52	SCHNEIDER PLANTING PLAN
L702	53	POND PLANTING PLAN
L703	54	BUFFER LANDSCAPE PLAN
L791	55	LANDSCAPE DETAILS
C601	56	DETAILS
C602	57	DETAILS
C603	58	DETAILS
C604	59	DETAILS
C605	60	DETAILS
C606	61	TXDOT DETAILS
C607	62	TCP DETAILS
C608	63	TCP DETAILS
C609	64	TCP DETAILS

DATE: SEPTEMBER 13, 2017
ISSUED FOR BID



LOCATION MAP
(N.T.S.)

CITY OF HUTTO CITY COUNCIL:

- MAYOR - DOUG GAUL
PLACE 1 - SCOTT ROSE
PLACE 2 - TOM HINES (MAYOR PRO-TEM)
PLACE 3 - NATE KILLOUGH
PLACE 4 - TIM JORDAN
PLACE 5 - LUCIO VALDEZ
PLACE 6 - TERRI GRIMM

PREPARED BY:
ANTHONY D. BUONODONO, P.E.
MWM DESIGNGROUP

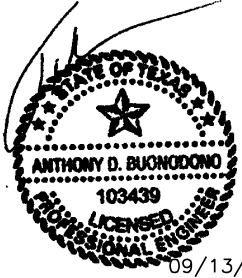
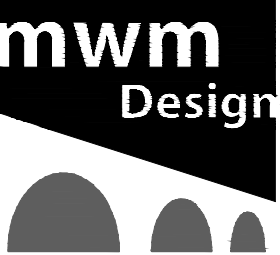
APPROVED BY:

CITY OF HUTTO
ENGINEERING SERVICES

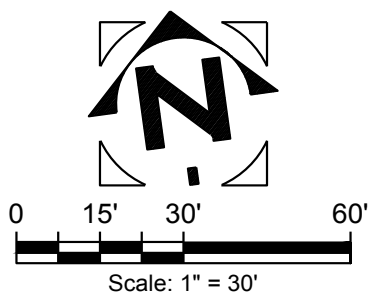
CITY OF HUTTO
FIRE MARSHAL

CITY OF HUTTO
DIRECTOR OF PUBLIC WORKS

NOTE:
ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE
ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF HUTTO
MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

 09/13/2017	 305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734 TBAE FIRM REGISTRATION NO.: 1452 TBE FIRM REGISTRATION NO.: F-1416 TGPLS FIRM REGISTRATION NO.: 10065600	NO.	DATE	DESCRIPTION	BY	 The bar above measures one inch on the original drawing. Adjust scales accordingly.	COVER SHEET	PLOTTED: 9/13/2017 JOB NO: 580-01
							HUTTO INNOVATION INDUSTRIAL PARK HUTTO, TX, 78634	C001 1 OF 64

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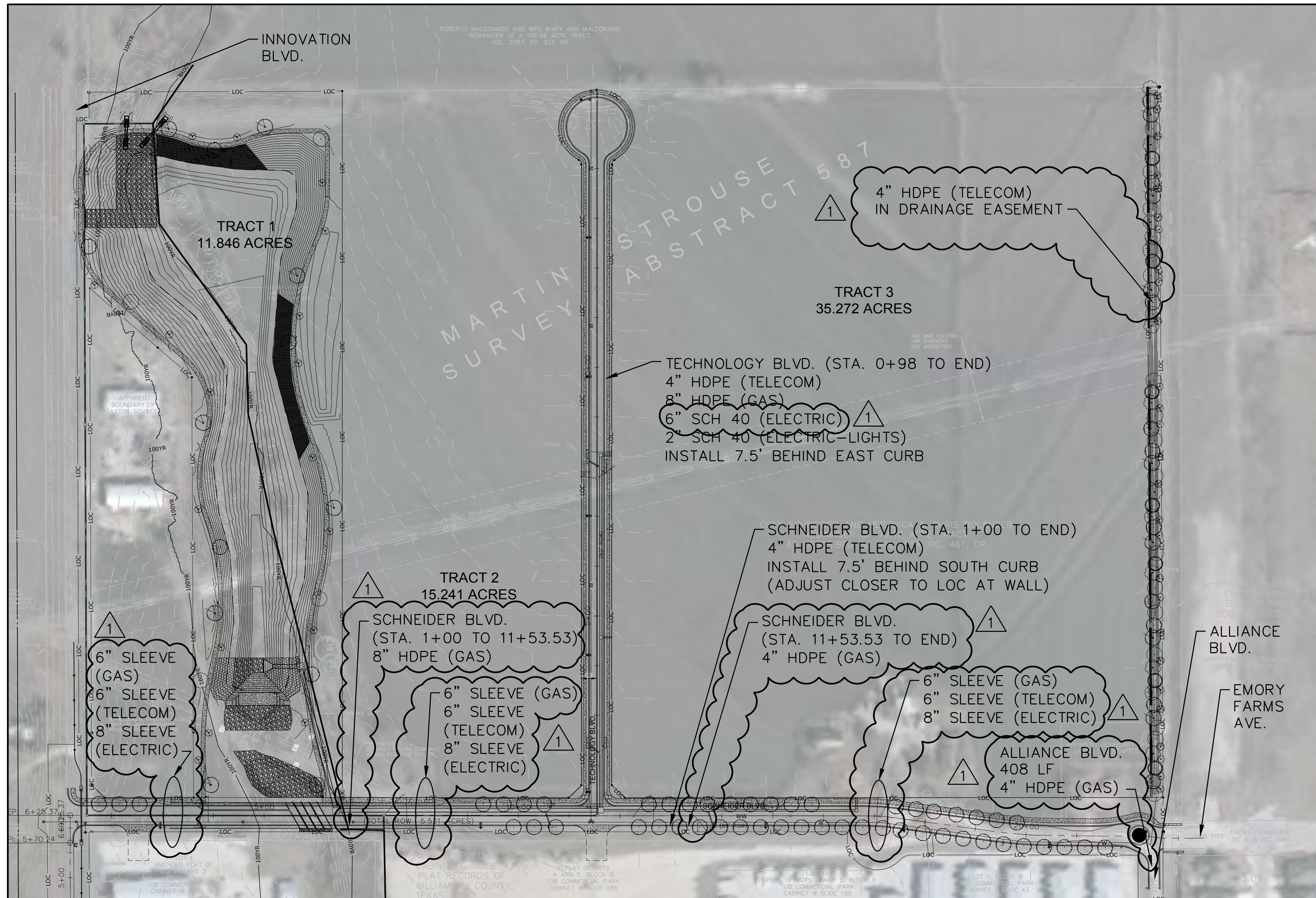


- NOTES:
1. CONSTRUCTION ON OR ADJACENT TO THE POND (WEIR STRUCTURE/ARMORING AND NORTH) MAY NOT BEGIN UNTIL THE CITY ACQUIRES CORPS OF ENGINEERS INDIVIDUAL PERMIT - ANTICIPATED RECEIPT IN JUNE/JULY 2018.
 2. ALL TEMPORARY EASEMENTS AND STAGING AREAS OUTSIDE THE LIMITS OF CONSTRUCTION SHALL BE ACQUIRED/ARRANGED BY THE CONTRACTOR.

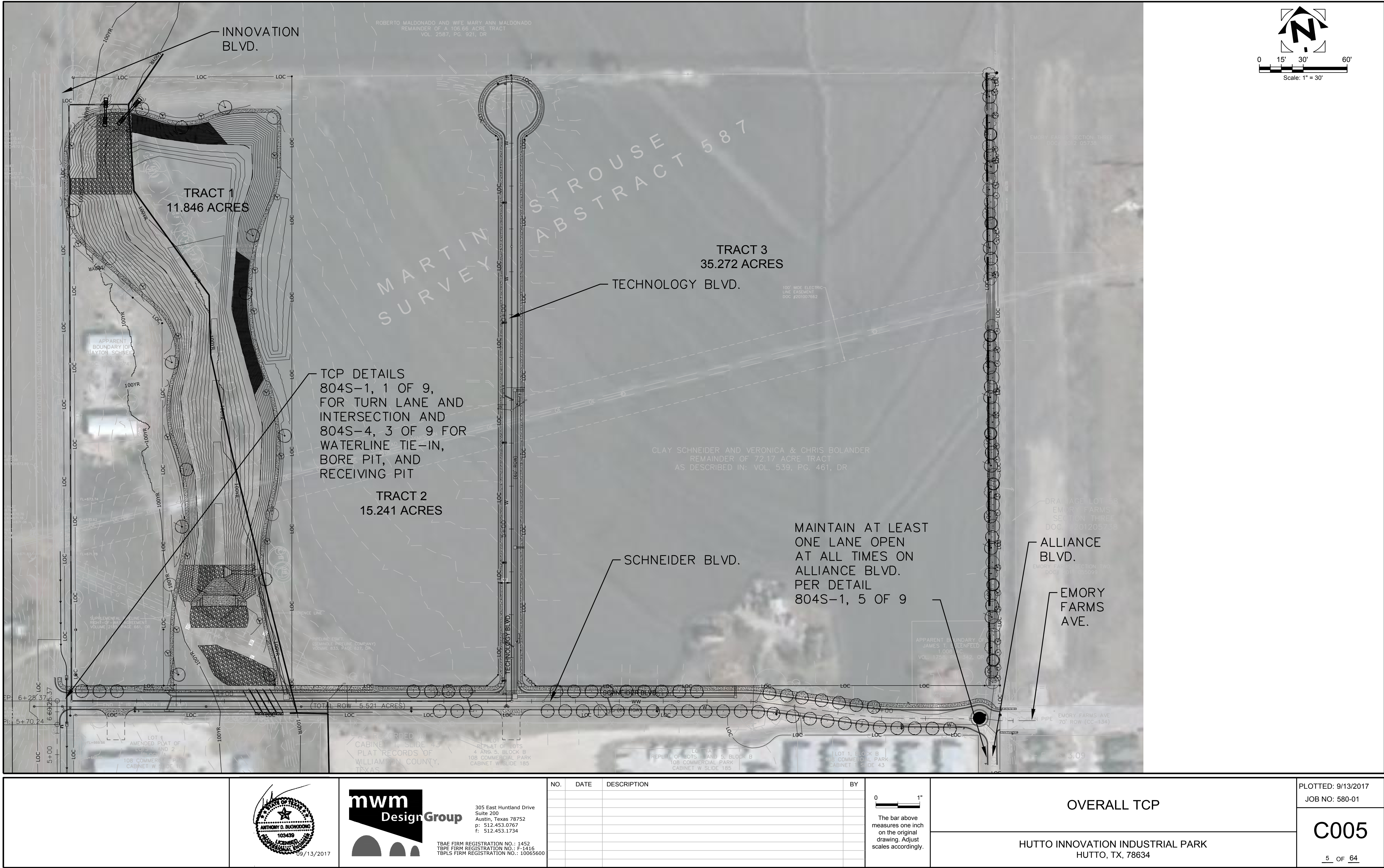
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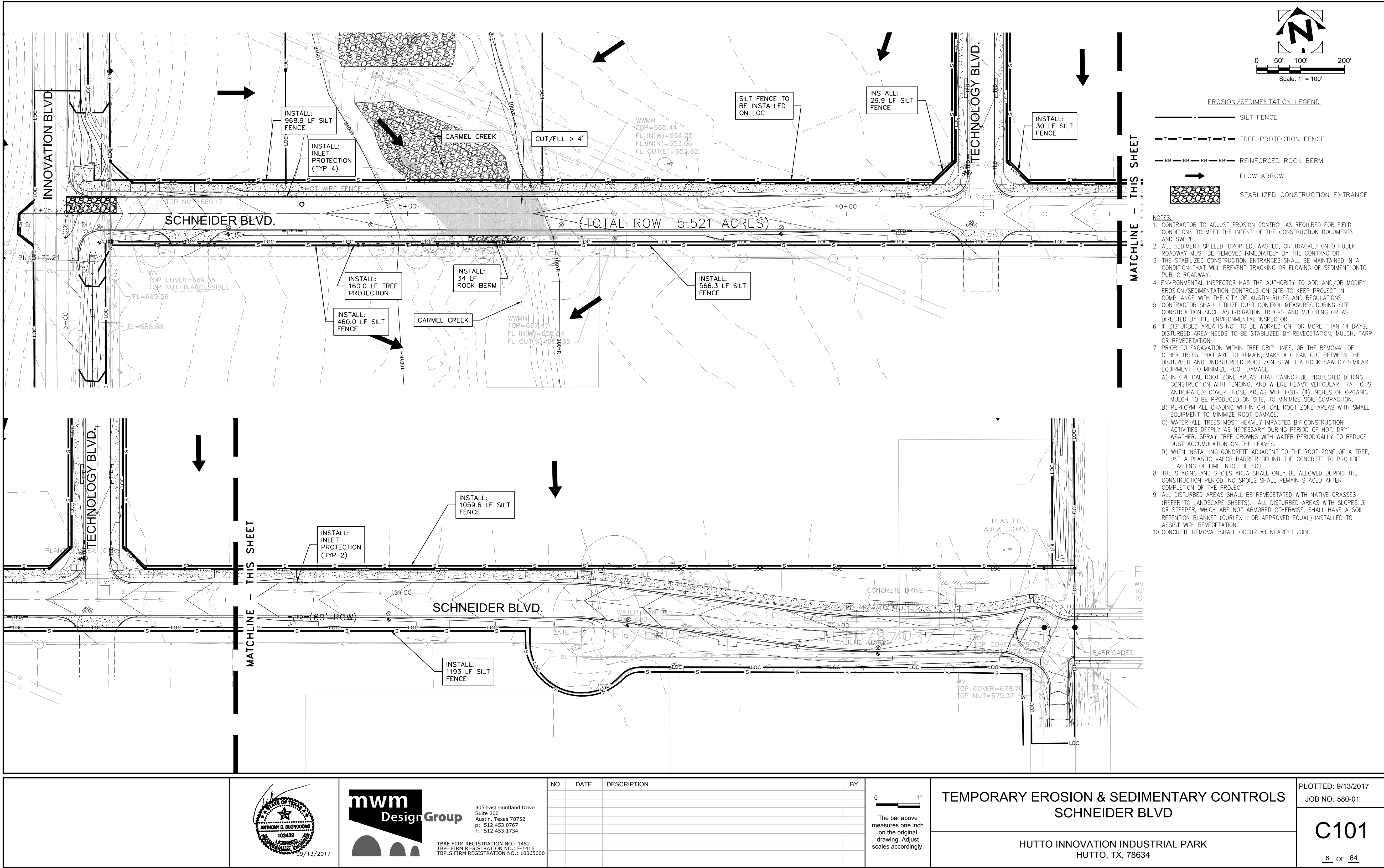
- NOTES:
1. LIST OF APPROVED DRY UTILITY CONTRACTORS IS PROVIDED IN THE SUPPLEMENTAL CONDITIONS OF THE PROJECT MANUAL.
 2. DRY UTILITY PLANS SHALL BE PROVIDED BY UTILITY PROVIDER SUBSEQUENT TO BIDDING. EXACT LIMITS OF DRY UTILITY IMPROVEMENTS SHALL BE COORDINATED WITH EACH PROVIDER (OWNER, CENTURY LINK, AND AT&T).
 3. MOST ALL STREET LIGHTS SHALL BE PROVIDED AND INSTALLED AT 300' MAXIMUM SPACING (12% TOTAL) ON TECHNOLOGY BLVD. AND SCHNEIDER BLVD.
 4. ONE (1) MODEL _____ STREET LIGHT SHALL BE INSTALLED IN THE ROUNDABOUT CENTER ISLAND (FINAL LOCATION TO BE COORDINATED WITH OWNER).

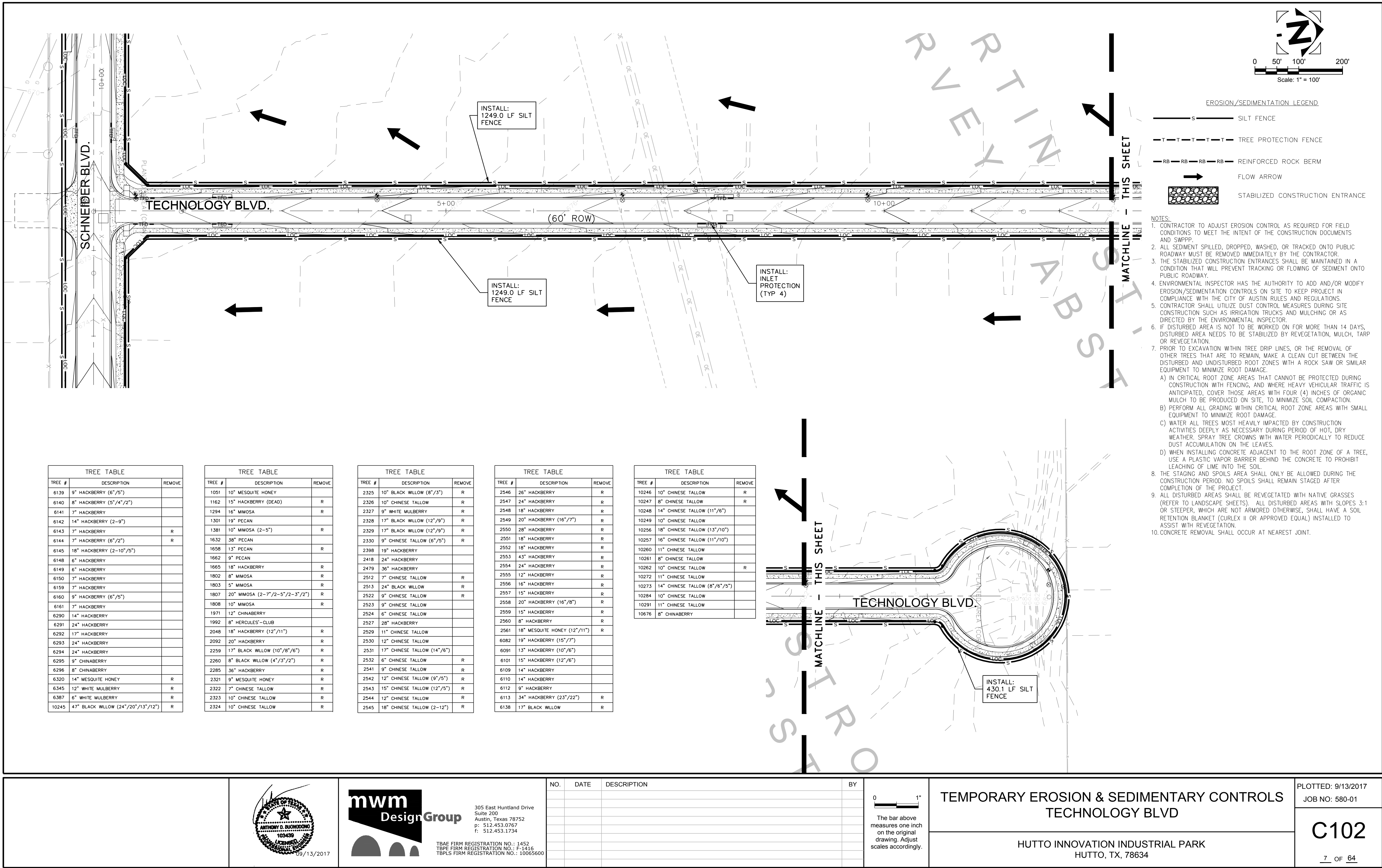


	 305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734 TBAE FIRM REGISTRATION NO.: 1452 TBPE FIRM REGISTRATION NO.: F-1416 TBPLS FIRM REGISTRATION NO.: 10065600	NO.	DATE	DESCRIPTION	BY	 The bar above measures one inch on the original drawing. Adjust scales accordingly.	DRY UTILITY LAYOUT HUTTO INNOVATION INDUSTRIAL PARK HUTTO, TX, 78634	PLOTTED: 10/11/2017
		1	10/11/17	DRY UTILITY SHEET REVISIONS	ADB			JOB NO: 580-01
								C004
								4 OF 64



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TREE TABLE		
TREE #	DESCRIPTION	REMOVE
6139	9" HACKBERRY (6"/5")	
6140	8" HACKBERRY (5"/4"/2")	
6141	7" HACKBERRY	
6142	14" HACKBERRY (2-9")	
6143	7" HACKBERRY	R
6144	7" HACKBERRY (6"/2")	R
6145	18" HACKBERRY (2-10"/5")	
6148	6" HACKBERRY	
6149	6" HACKBERRY	
6150	7" HACKBERRY	
6159	7" HACKBERRY	
6160	9" HACKBERRY (6"/5")	
6161	7" HACKBERRY	
6290	14" HACKBERRY	
6291	24" HACKBERRY	
6292	17" HACKBERRY	
6293	24" HACKBERRY	
6294	24" HACKBERRY	
6295	9" CHINABERRY	
6296	8" CHINABERRY	
6320	14" MESQUITE HONEY	R
6345	12" WHITE MULBERRY	R
6387	6" WHITE MULBERRY	R
10245	47" BLACK WILLOW (24"/20"/13"/12")	R

TREE TABLE		
TREE #	DESCRIPTION	REMOVE
1051	10" MESQUITE HONEY	
1162	15" HACKBERRY (DEAD)	R
1294	16" MIMOSA	R
1301	19" PECAN	
1381	10" MIMOSA (2-5")	R
1632	38" PECAN	
1658	13" PECAN	R
1662	9" PECAN	
1665	18" HACKBERRY	R
1802	8" MIMOSA	R
1803	5" MIMOSA	R
1807	20" MIMOSA (2-7"/2-5"/2-3"/2")	R
1808	10" MIMOSA	R
1971	12" CHINABERRY	
1992	8" HERCULES'-CLUB	
2048	18" HACKBERRY (12"/11")	R
2092	20" HACKBERRY	
2259	17" BLACK WILLOW (10"/8"/6")	R
2260	8" BLACK WILLOW (4"/3"/2")	R
2285	36" HACKBERRY	R
2321	9" MESQUITE HONEY	R
2322	7" CHINESE TALLOW	R
2323	10" CHINESE TALLOW	R
2324	10" CHINESE TALLOW	R

TREE TABLE		
TREE #	DESCRIPTION	REMOVE
2325	10" BLACK WILLOW (8"/3")	R
2326	10" CHINESE TALLOW	R
2327	9" WHITE MULBERRY	R
2328	17" BLACK WILLOW (12"/9")	R
2329	17" BLACK WILLOW (12"/9")	R
2330	9" CHINESE TALLOW (6"/5")	R
2398	19" HACKBERRY	
2418	24" HACKBERRY	
2479	36" HACKBERRY	
2512	7" CHINESE TALLOW	R
2513	24" BLACK WILLOW	R
2522	9" CHINESE TALLOW	R
2523	9" CHINESE TALLOW	R
2524	6" CHINESE TALLOW	
2527	28" HACKBERRY	
2529	11" CHINESE TALLOW	
2530	12" CHINESE TALLOW	
2531	17" CHINESE TALLOW (14"/6")	
2532	6" CHINESE TALLOW	R
2541	9" CHINESE TALLOW	R
2542	12" CHINESE TALLOW (9"/5")	R
2543	15" CHINESE TALLOW (12"/5)	R
2544	12" CHINESE TALLOW	R
2545	18" CHINESE TALLOW (2-12")	R

TREE TABLE		
TREE #	DESCRIPTION	REMOVE
2546	26" HACKBERRY	R
2547	24" HACKBERRY	R
2548	18" HACKBERRY	R
2549	20" HACKBERRY (16"/7")	R
2550	28" HACKBERRY	R
2551	18" HACKBERRY	R
2552	18" HACKBERRY	R
2553	43" HACKBERRY	R
2554	24" HACKBERRY	R
2555	12" HACKBERRY	R
2556	16" HACKBERRY	R
2557	15" HACKBERRY	R
2558	20" HACKBERRY (16"/8")	R
2559	15" HACKBERRY	R
2560	8" HACKBERRY	R
2561	18" MESQUITE HONEY (12"/11")	R
6082	19" HACKBERRY (15"/7")	
6091	13" HACKBERRY (10"/6")	
6101	15" HACKBERRY (12"/6")	
6109	14" HACKBERRY	
6110	14" HACKBERRY	
6112	9" HACKBERRY	
6113	34" HACKBERRY (23"/22")	R
6138	17" BLACK WILLOW	R

TREE TABLE		
TREE #	DESCRIPTION	REMOVE
10246	10" CHINESE TALLOW	R
10247	8" CHINESE TALLOW	R
10248	14" CHINESE TALLOW (11"/6")	
10249	10" CHINESE TALLOW	
10256	18" CHINESE TALLOW (13"/10")	
10257	16" CHINESE TALLOW (11"/10")	
10260	11" CHINESE TALLOW	
10261	8" CHINESE TALLOW	
10262	10" CHINESE TALLOW	R
10272	11" CHINESE TALLOW	
10273	14" CHINESE TALLOW (6"/6"/5")	
10284	10" CHINESE TALLOW	
10291	11" CHINESE TALLOW	
10676	8" CHINABERRY	



The diagram shows a cross-section of a stabilized foundation. An existing road is shown at the top right, sloping downwards from left to right. Below it, a layer of aggregate is placed over geotextile fabric. The aggregate layer has a minimum thickness of 12 inches. The geotextile fabric is labeled "GEOTEXTILE FABRIC TO STABILIZE FOUNDATION". A diversion ridge is shown on the right side of the aggregate layer, with a width of 15 feet. The aggregate layer is also labeled "4\" to 8\" CORSE AGGREGATE". The entire assembly is shown below the existing road surface, which is labeled "GRADE - >2%".

EXISTING ROAD

50' MIN.

12" MIN.

4" to 8" CORSE AGGREGATE

GEOTEXTILE FABRIC TO STABILIZE FOUNDATION

DIVERSION RIDGE

15'

EXISTING ROAD

GRADE - >2%

GEOTEXTILE FABRIC / AS APPROVED BY THE CITY

INSTALLATION:

- CLEAR THE AREA OF DEBRIS, ROCKS OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
- GRADE THE AREA FOR THE ENTRANCE TO FLOW BACK ON TO THE CONSTRUCTION SITE. RUNOFF FROM THE STABILIZED CONSTRUCTION SITE.
- PLACE GEOTEXTILE FABRIC AS APPROVED BY THE CITY.
- PLACE ROCK AS APPROVED BY THE CITY.

INSPECTIONS AND MAINTENANCE GUIDELINES:

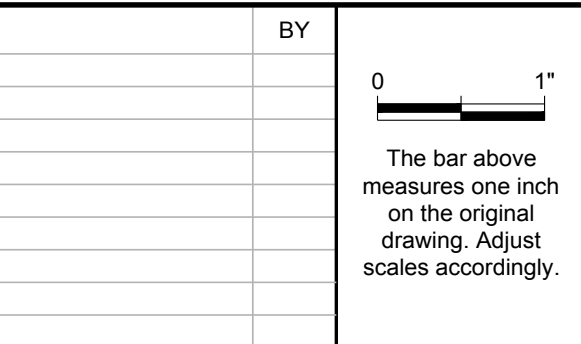
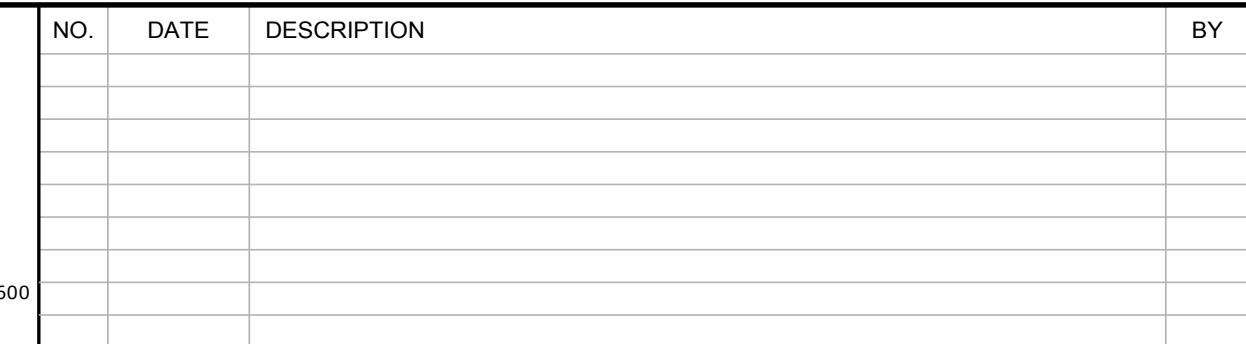
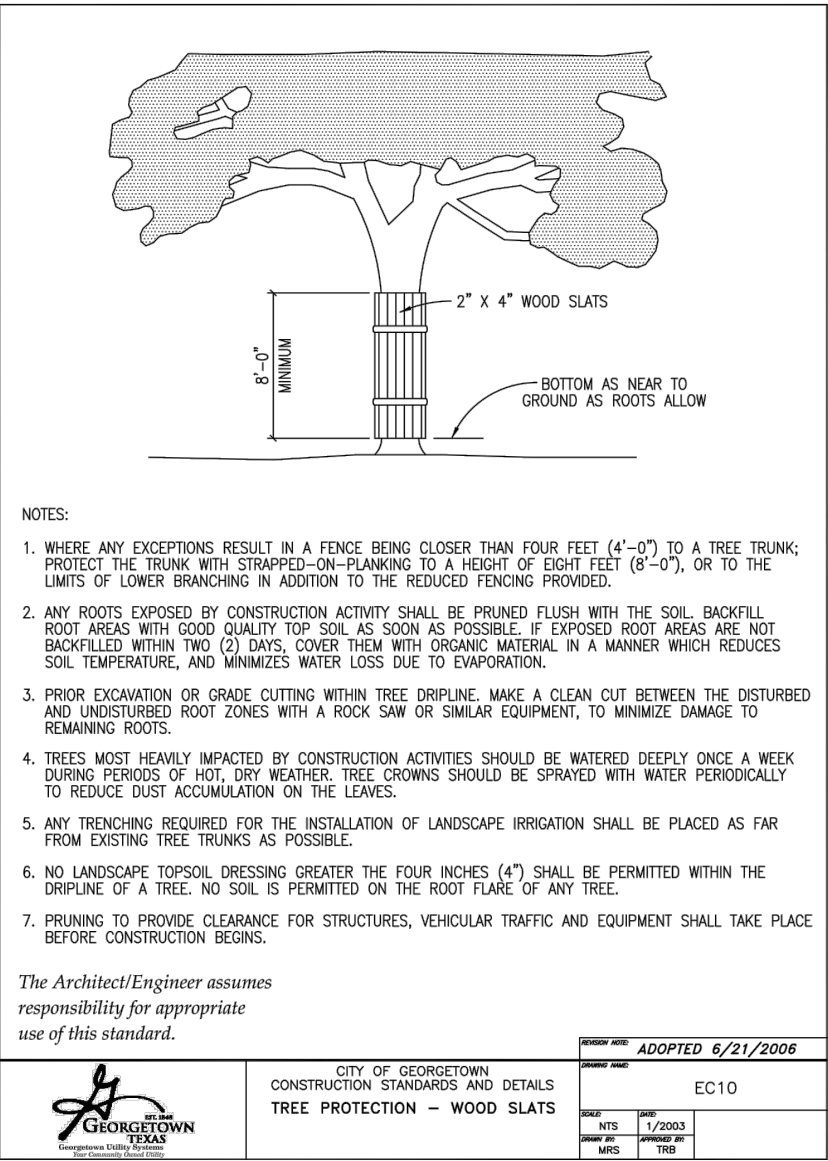
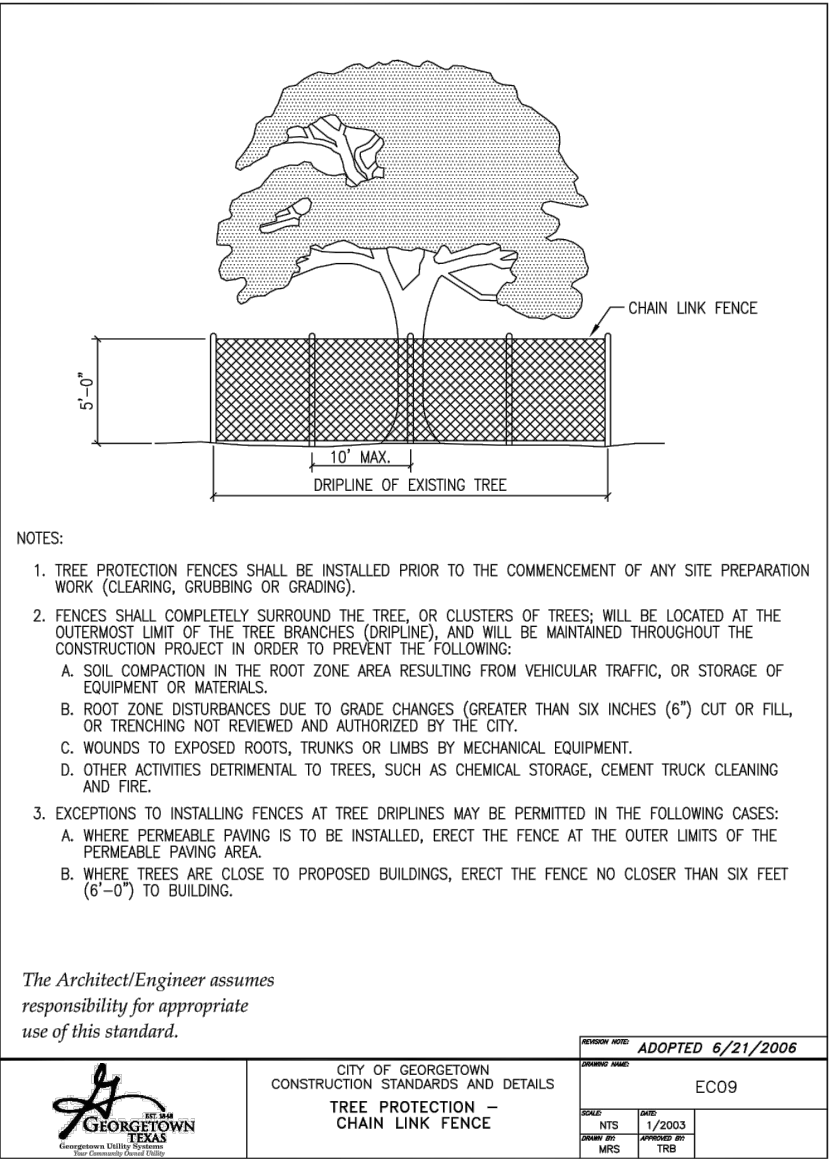
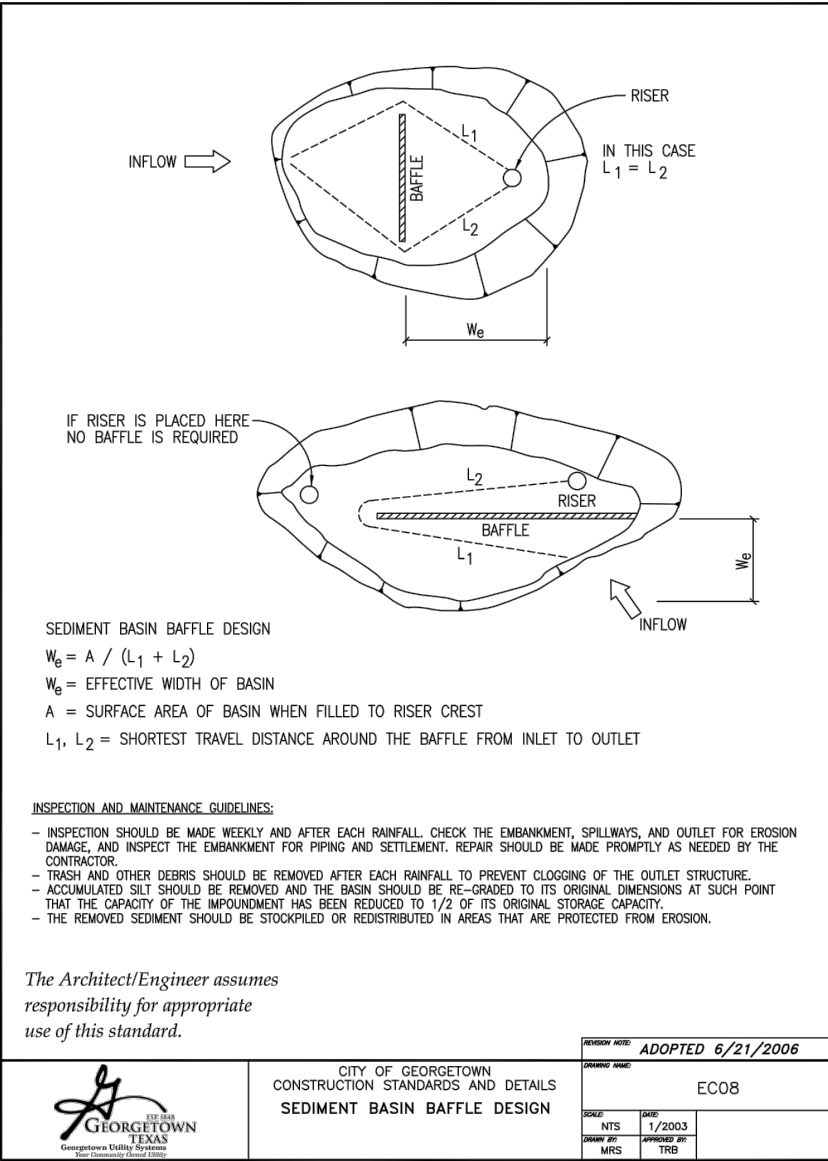
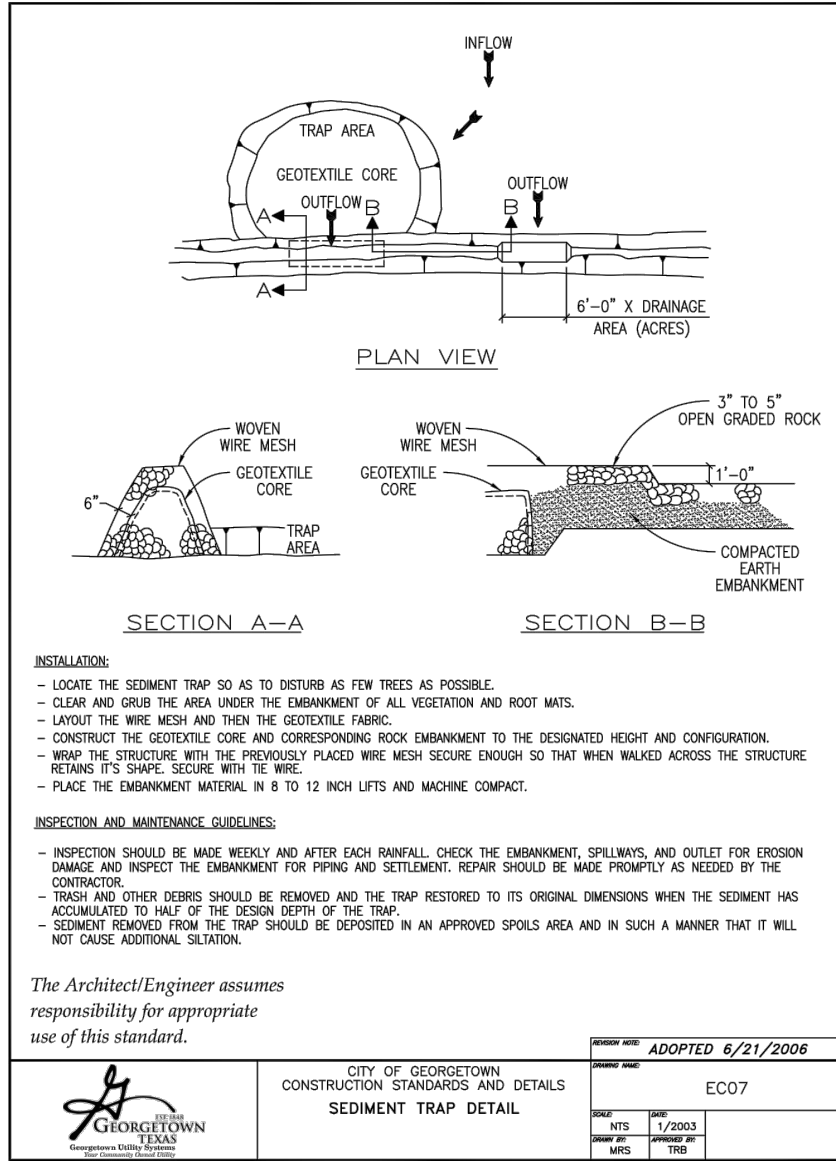
- THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEGMENT DRAIN TO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TROWING WITH ADDITIONAL STONE AS CONDITIONS WARRANT AND REPAIR AND/OR CLEANUP OF ANY MATERIALS DUE TO TRAFFIC STOPPING.
- ALL SEGMENT SPILLS, SHIPPED MATERIAL OR OILS ON THE TO PUBLIC RIGHTS-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.
- WHEN INSPECTION UNVEALS SPILLAGE OR CUMULATIVE EXCESSIVE STORM WATER AT ENTRANCE INTO PUBLIC RIGHTS-OF-WAY WHEN WORKING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROPRIATE DRAIN OR SEWERSHED BASIN.
- ALL SEGMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING APPROVED METHODS.

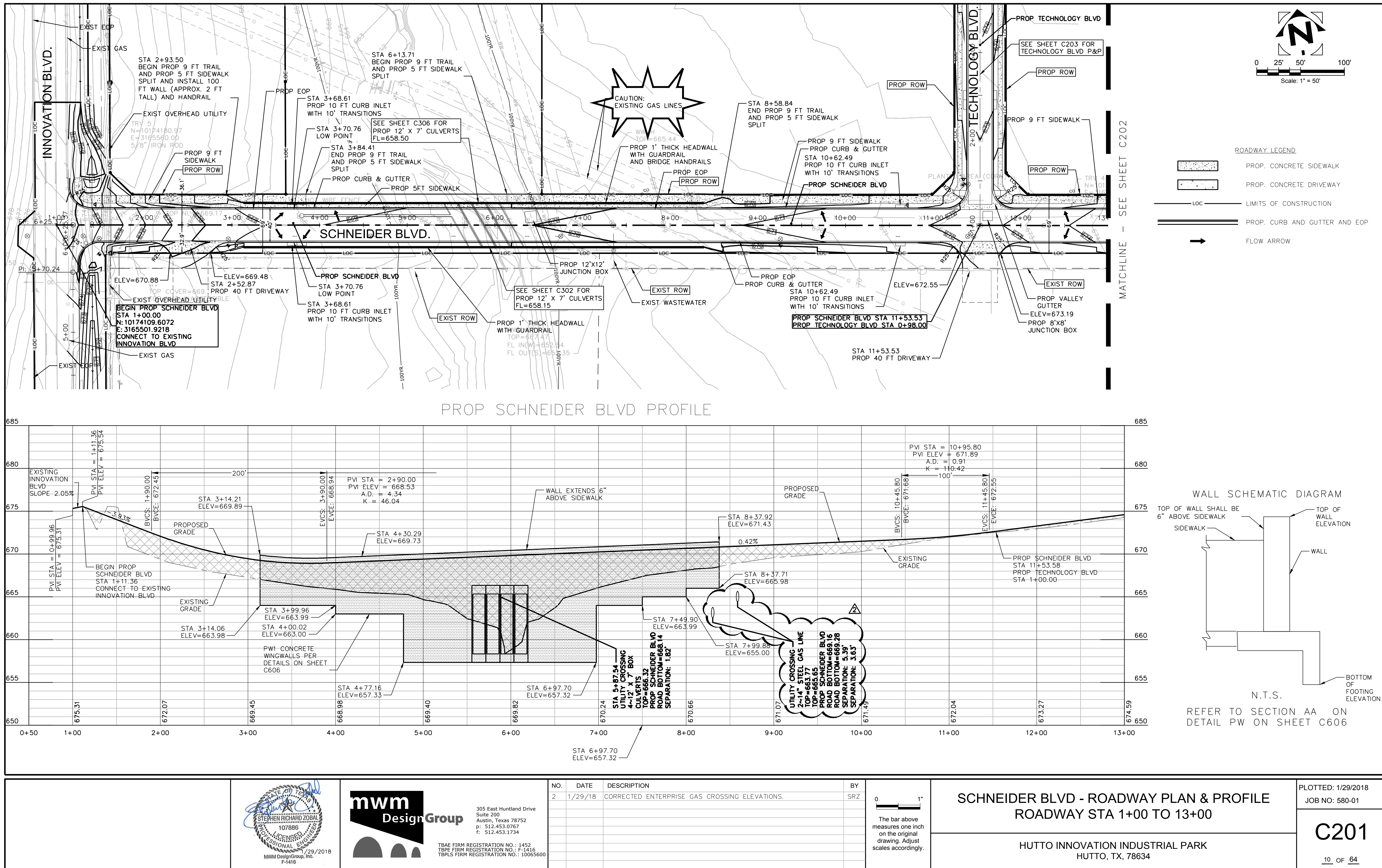
The Architect/Engineer assumes responsibility for appropriate use of this standard.

Geotechnical TEAM

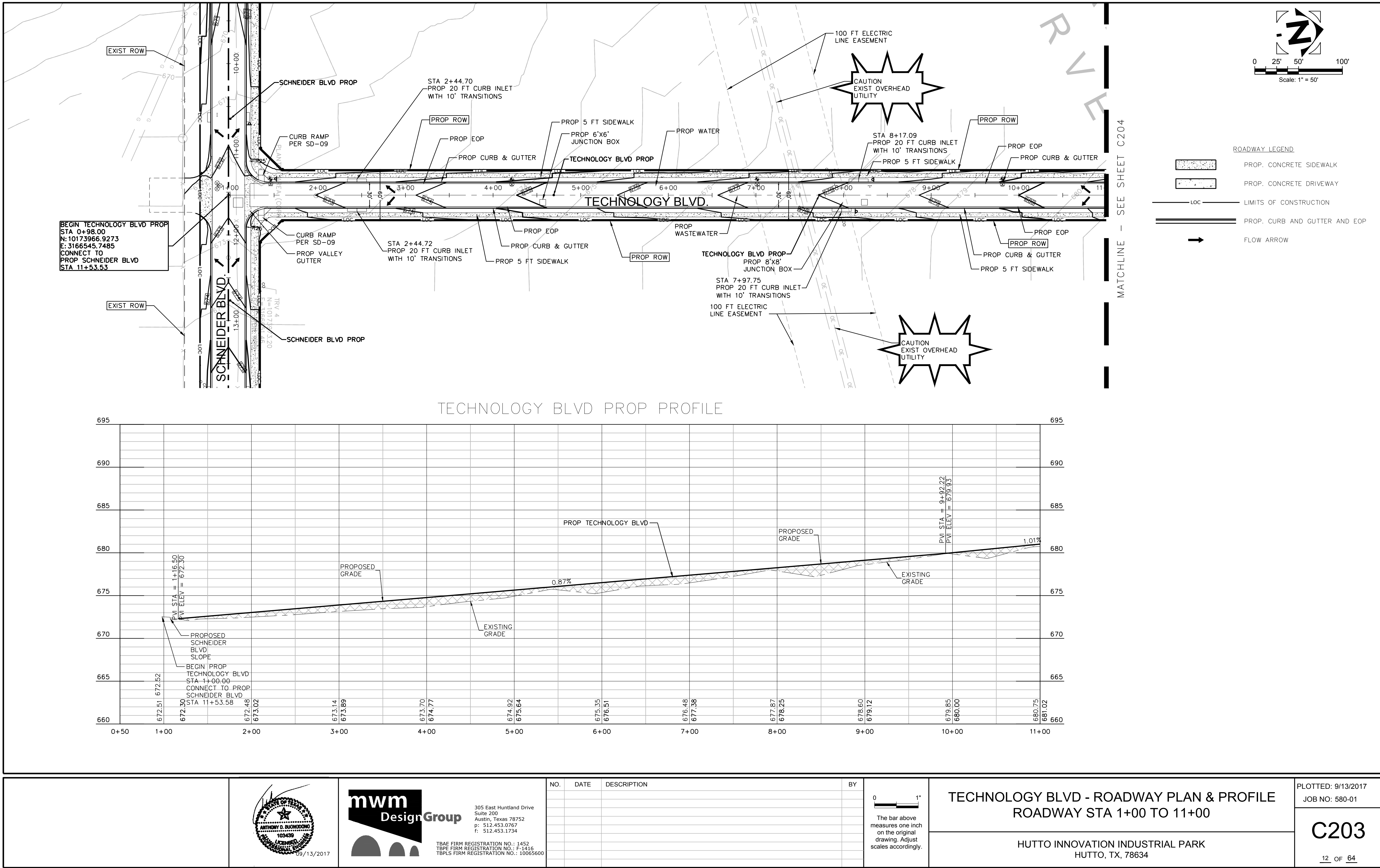
CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
STABILIZED CONSTRUCTION ENTRANCE

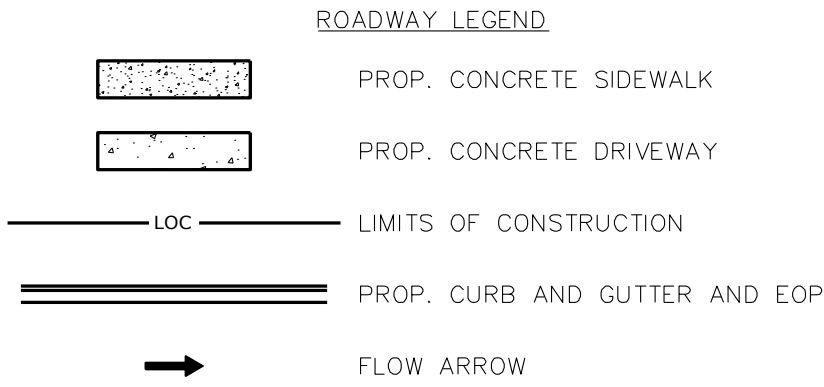
DESIGNED BY	ADOPTED 6/21/2006
DATE	EC06
BY	7/2003
REVISION	REVISED BY DATE









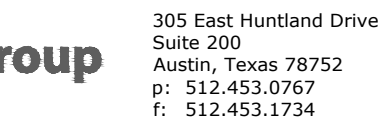
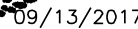


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The bar above measures one inch on the original drawing. Adjust scales accordingly.

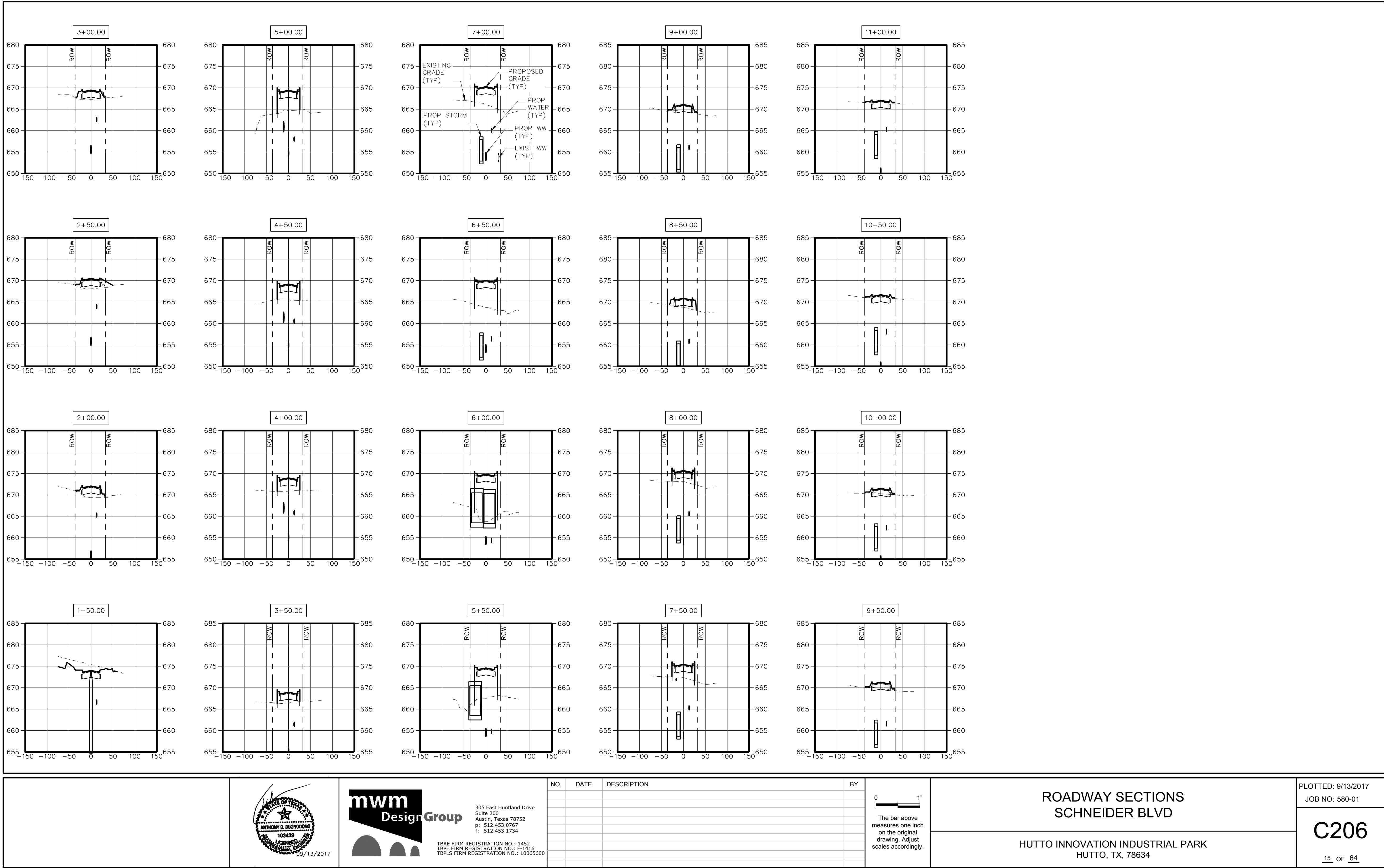
HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

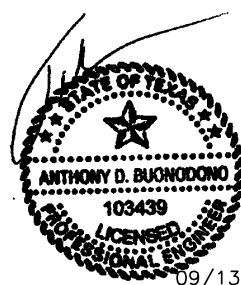
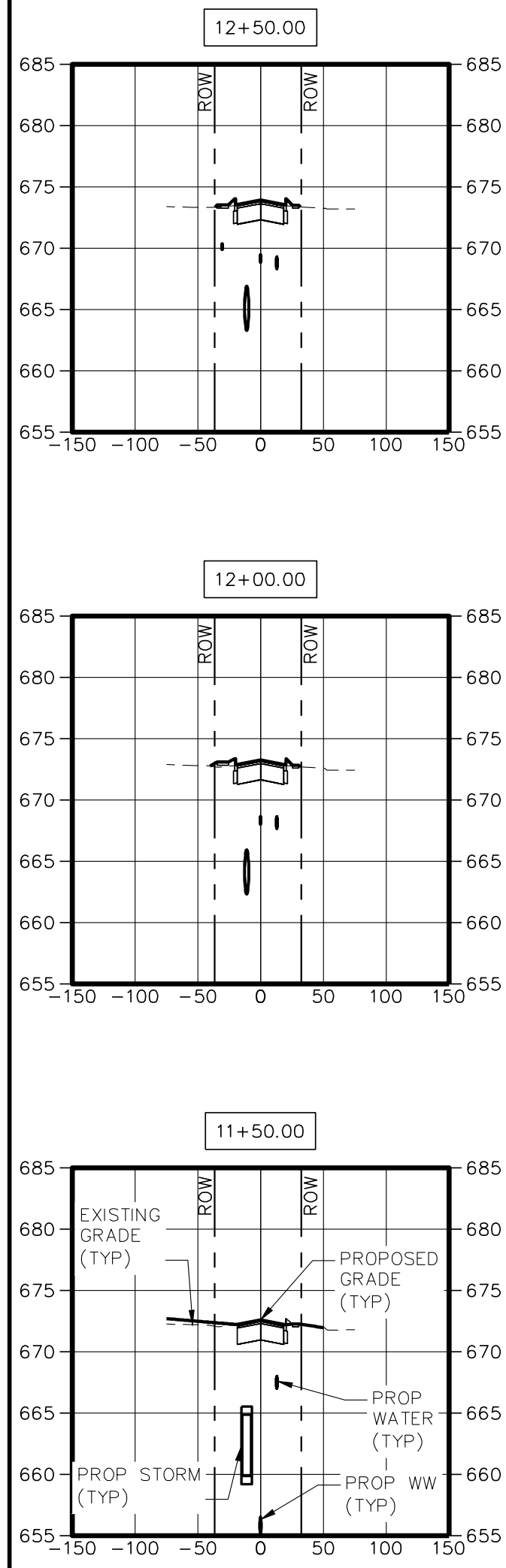
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TBPE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600



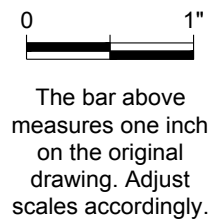




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TBAE FIRM REGISTRATION NO.: 1452
TBE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY

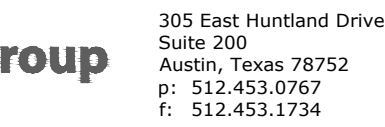
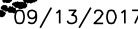
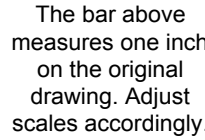


ROADWAY SECTIONS
SCHNEIDER BLVD

HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

PLOTTED: 9/13/2017
JOB NO: 580-01

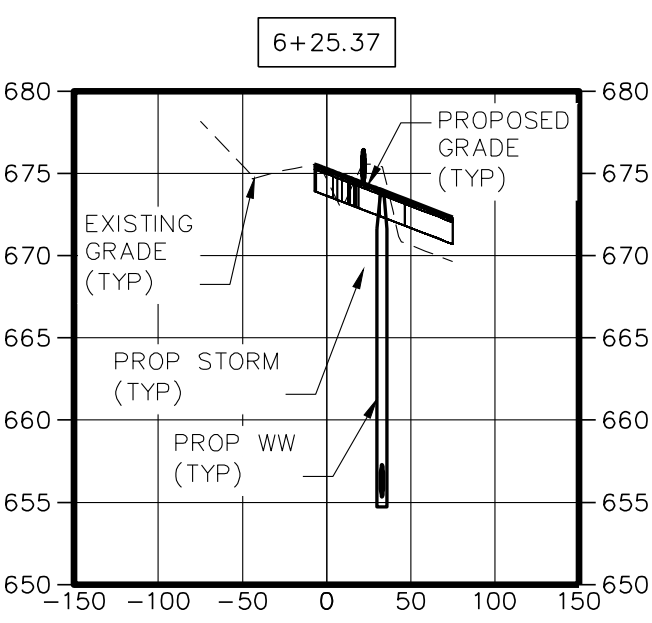
C207

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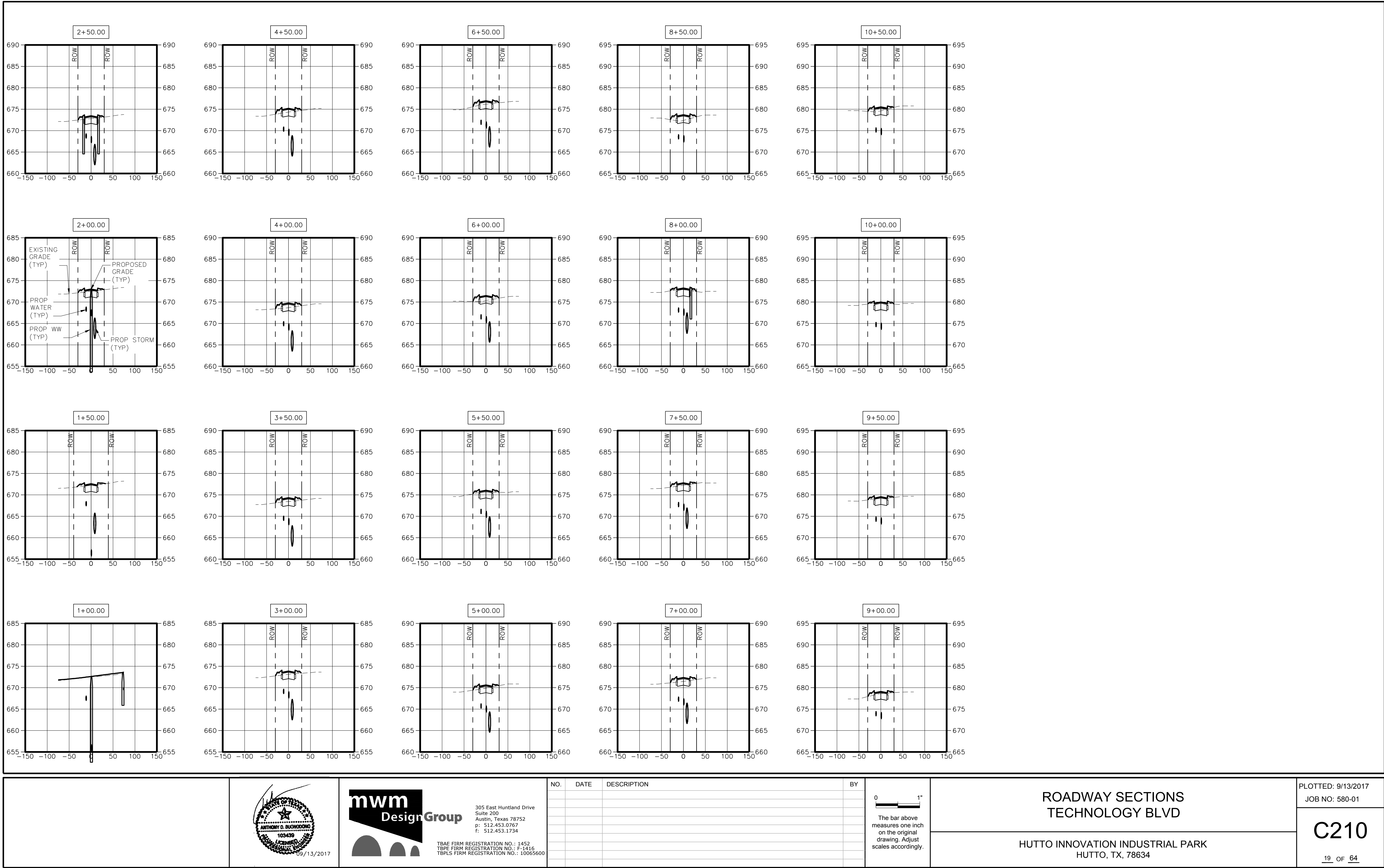
HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

C208

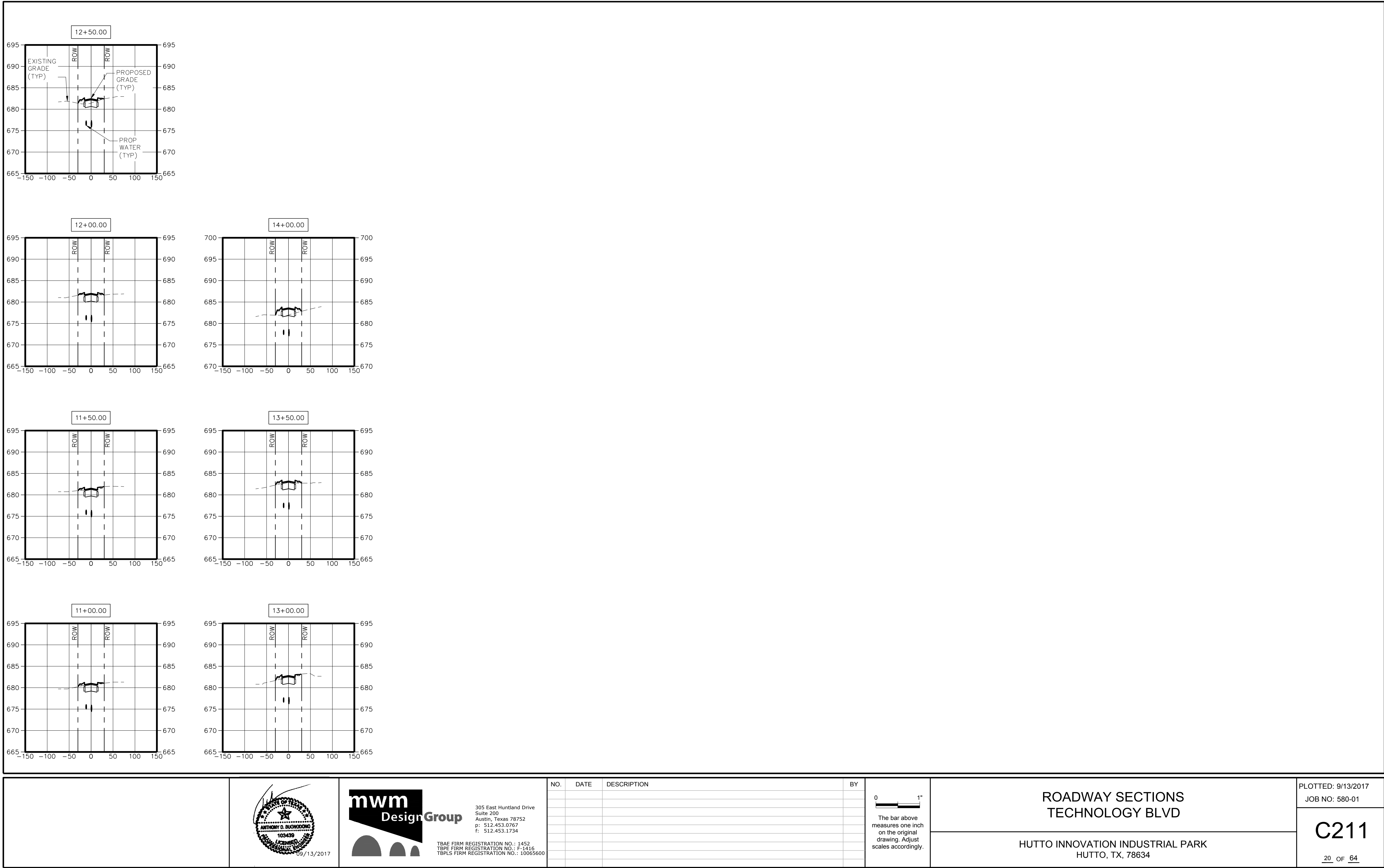
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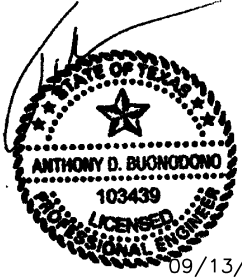
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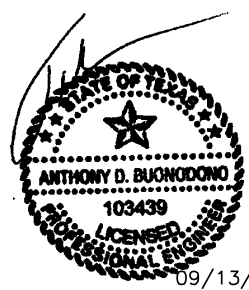
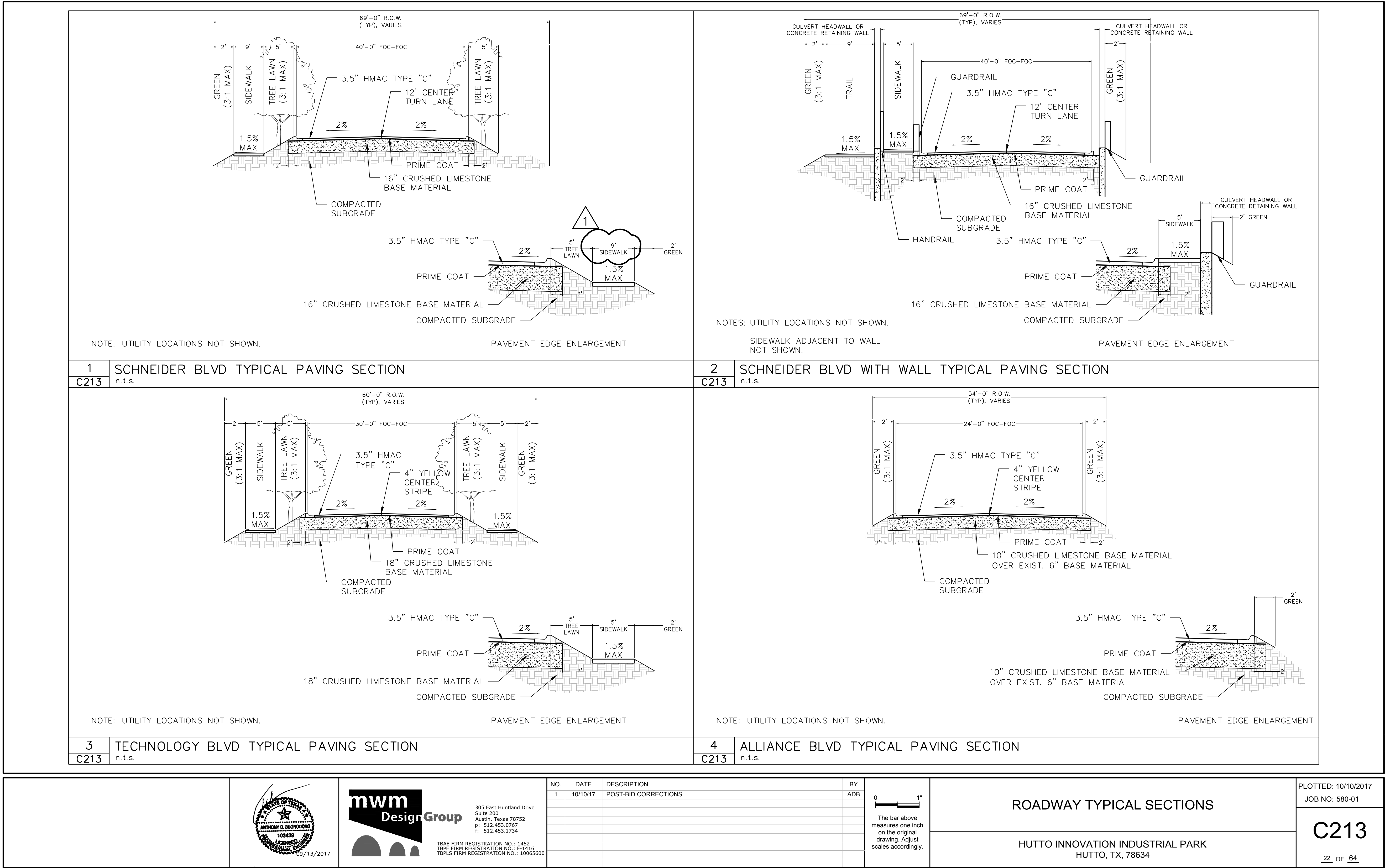


- NOTES:
1. CONTRACTOR SHALL INSTALL BASE AND FIRST 2" COURSE OF PAVEMENT ON ALLIANCE BOULEVARD PRIOR TO BEGINNING CONSTRUCTION ON ANY OTHER PORTIONS OF THE PROJECT
 2. IT IS UNDERSTOOD THAT PORTIONS OF NEWLY INSTALLED PAVEMENT WILL BE REQUIRED TO BE REMOVED FOR THE INSTALLATION OF THE ROUNDABOUT AND WILL BE CONSIDERED SUBSIDIARY TO THE ROUNDABOUT INSTALLATION, ROW PREP, AND OTHER RELATED BID ITEMS.
 3. AFTER CONSTRUCTION OF SCHNEIDER BLVD, TECHNOLOGY BLVD, AND ASSOCIATED UTILITY INFRASTRUCTURE, PERFORM SPOT REPAIR ON ALLIANCE BLVD. TO REPAIR DAMAGED CAUSED BY CONSTRUCTION TRAFFIC AND INSTALL FINAL 1.5" HMA FOR TOTAL OF 3.5" HMA.
 4. CONTRACTOR SHALL MAINTAIN MINIMUM ONE LANE OPEN AT ALL TIMES FOR THROUGH TRAFFIC.

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 09/13/2017	 305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734 TBAE FIRM REGISTRATION NO.: 1452 TBPE FIRM REGISTRATION NO.: F-1416 TBPLS FIRM REGISTRATION NO.: 10065600	<table><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	NO.	DATE	DESCRIPTION	BY																																					 The bar above measures one inch on the original drawing. Adjust scales accordingly.	PAVING PLAN ALLIANCE BLVD HUTTO INNOVATION INDUSTRIAL PARK HUTTO, TX, 78634	PLOTTED: 9/13/2017 JOB NO: 580-01
			NO.	DATE	DESCRIPTION	BY																																							
C212																																													
					21 OF 64																																								

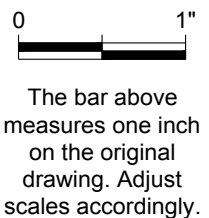
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TBAE FIRM REGISTRATION NO.: 1452
TBAE FIRM REGISTRATION NO.: F-1416
TBAE FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY
1	10/10/17	POST-BID CORRECTIONS	ADB



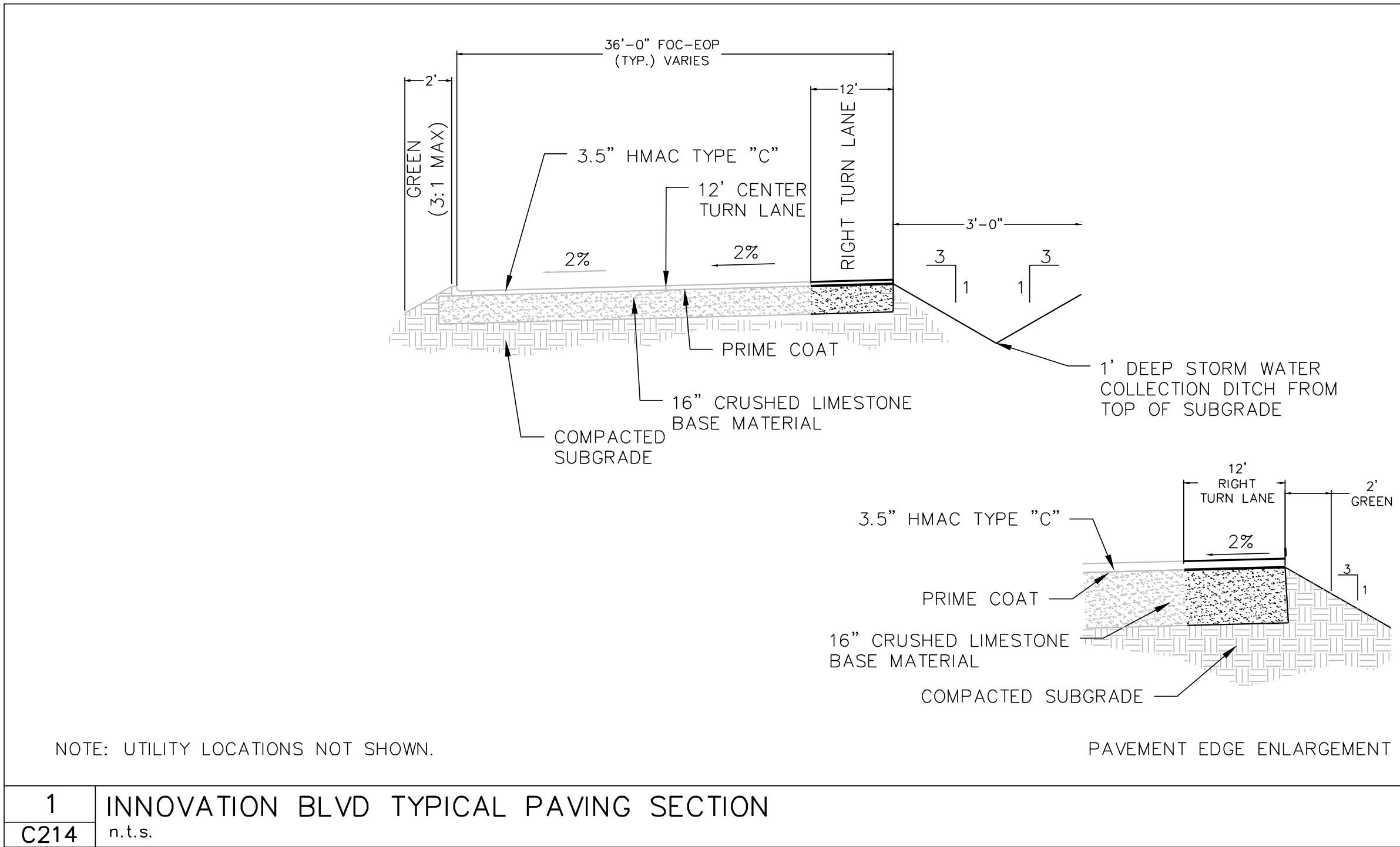
ROADWAY TYPICAL SECTIONS

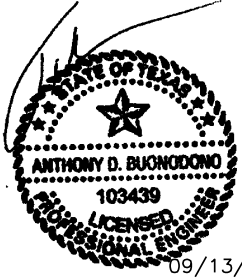
HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

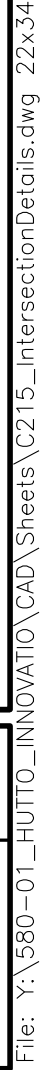
PLOTTED: 10/10/2017
JOB NO: 580-01

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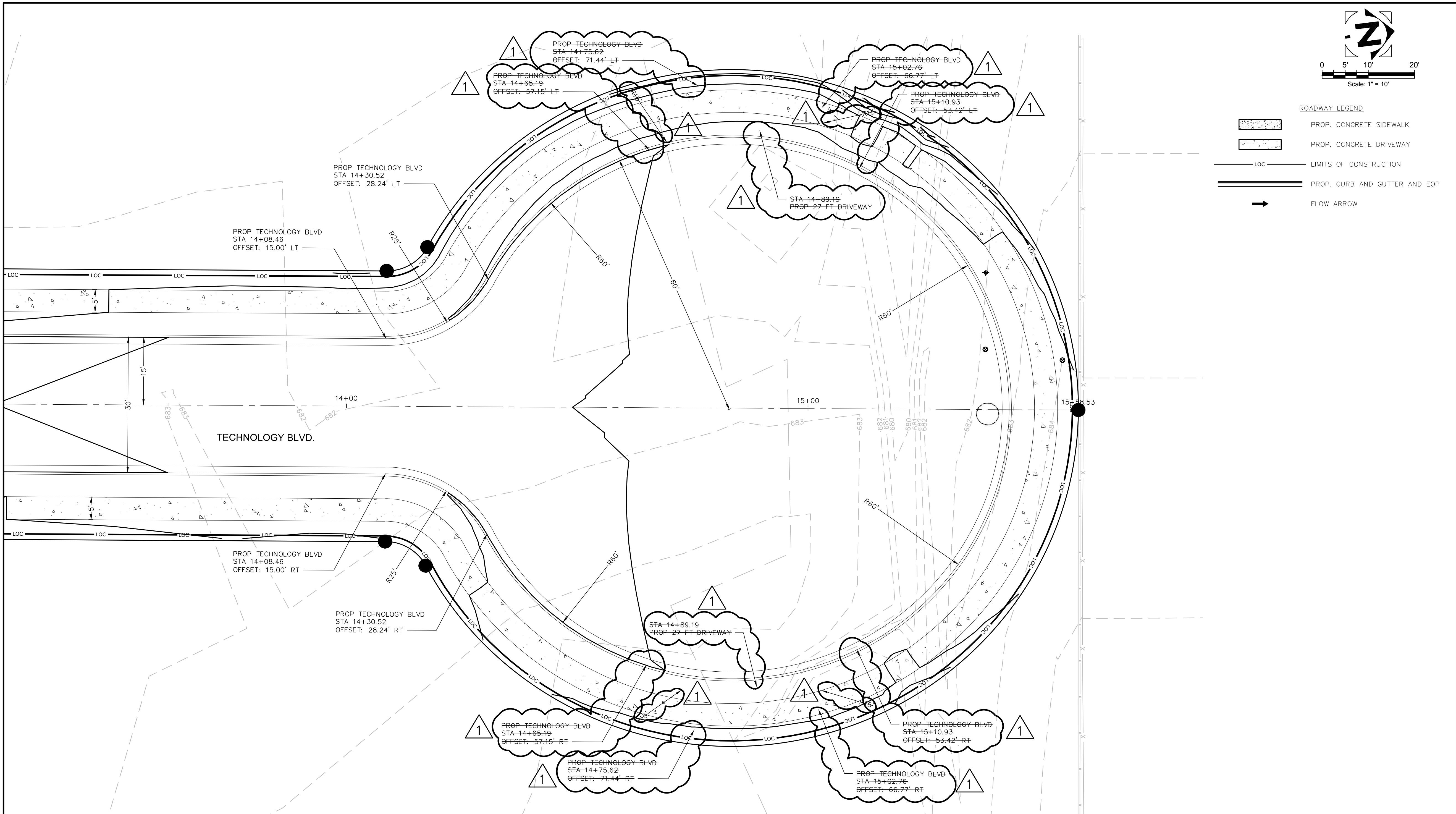


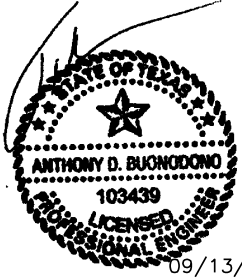
 09/13/2017	 305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734 TBAE FIRM REGISTRATION NO.: 1452 TBE FIRM REGISTRATION NO.: F-1416 TBLs FIRM REGISTRATION NO.: 10065600	NO.	DATE	DESCRIPTION	BY	 The bar above measures one inch on the original drawing. Adjust scales accordingly.	ROADWAY TYPICAL SECTIONS	PLOTTED: 9/13/2017 JOB NO: 580-01
							HUTTO INNOVATION INDUSTRIAL PARK HUTTO, TX, 78634	C214 23 OF 64

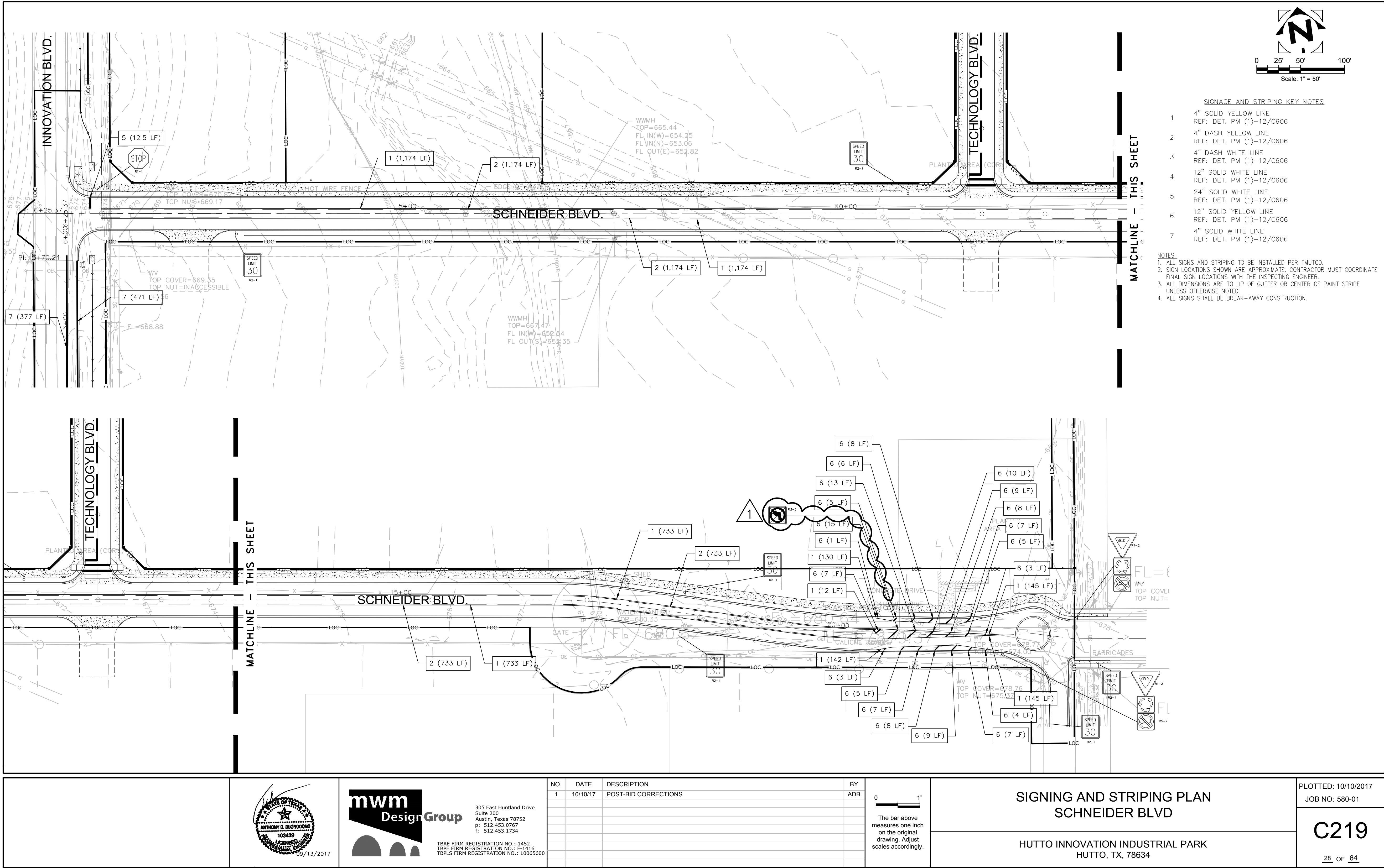


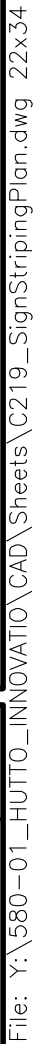


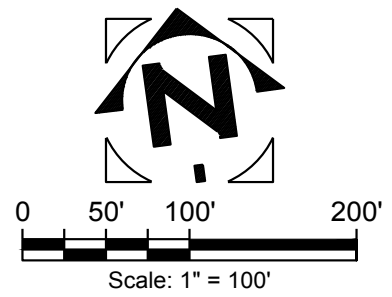




 09/13/2017	 305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734 TBAE FIRM REGISTRATION NO.: 1452 TBAE FIRM REGISTRATION NO.: F-1416 TBAE FIRM REGISTRATION NO.: 10065600	NO. 1	DATE 10/10/17	DESCRIPTION POST-BID CORRECTIONS	BY ADB	 The bar above measures one inch on the original drawing. Adjust scales accordingly.	INTERSECTION DETAILS TECHNOLOGY BLVD CUL-DE-SAC	PLOTTED: 10/10/2017 JOB NO: 580-01
								HUTTO INNOVATION INDUSTRIAL PARK HUTTO, TX, 78634



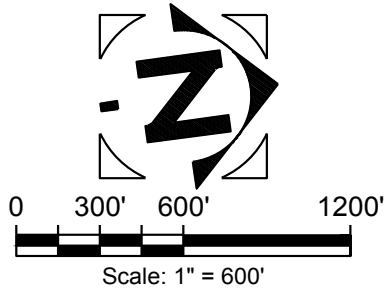
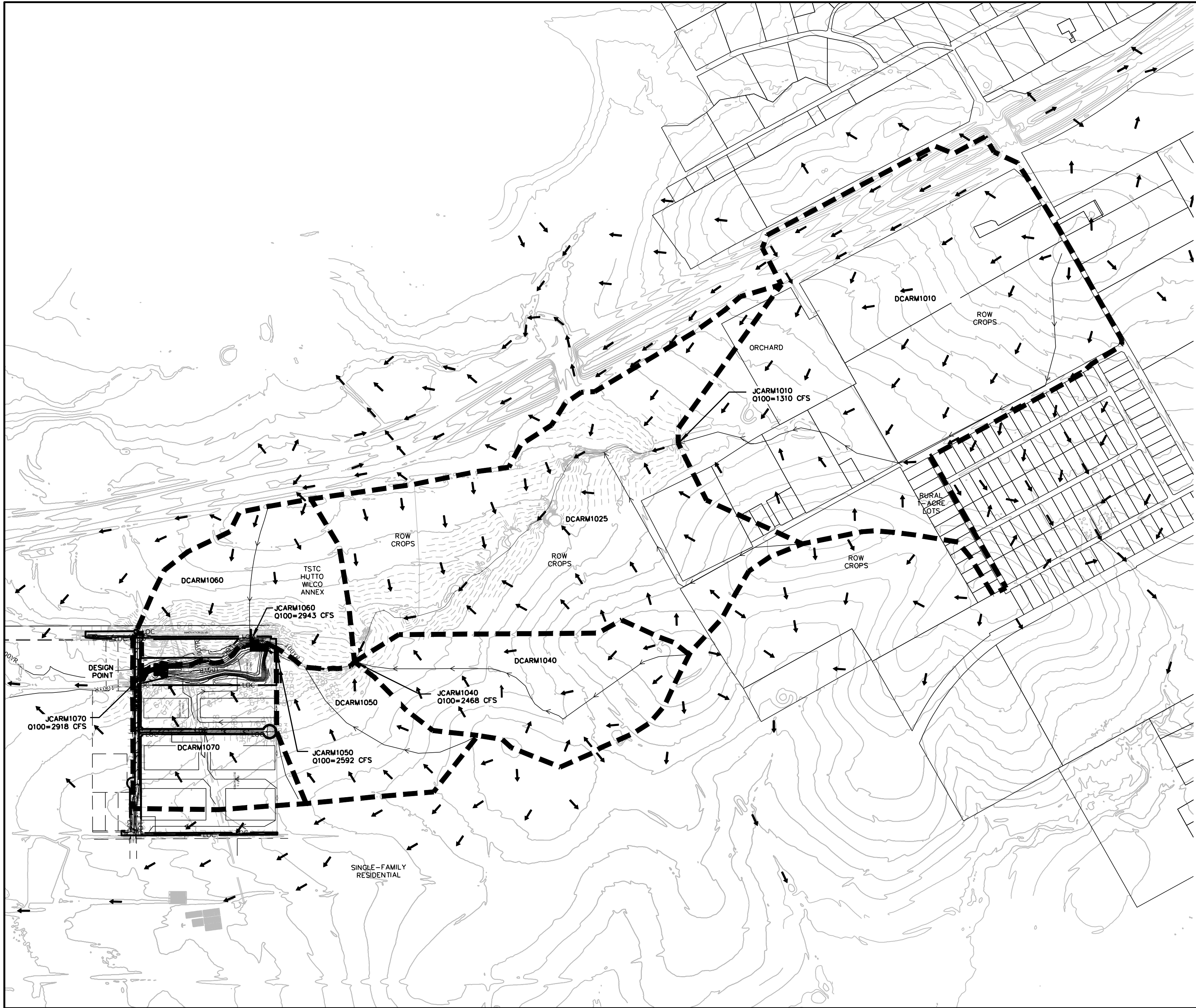




25-Yr Storm					
Drainage Area	Tc (minutes)	C ₂₅	I _h ²⁵ (in/hr)	Area (acres)	Q ₂₅ (cfs)
I-A1	5.00	0.71	10.11	0.29	2.10
I-A2	5.00	0.62	10.11	0.76	4.79
I-A3	5.00	0.53	10.11	1.00	5.33
I-A4	5.00	0.53	10.11	1.00	5.34
I-A5	5.00	0.52	10.11	1.26	6.68
I-A6	5.00	0.52	10.11	1.27	6.73
I-B1	5.00	0.71	10.11	0.46	3.37
I-B2	5.00	0.62	10.11	0.70	4.42
I-C1	5.00	0.71	10.11	0.87	6.36
I-C2	5.00	0.66	10.11	1.06	7.11
I-F1	15.24	0.75	6.90	5.25	27.23
I-F2	16.38	0.75	6.68	8.42	42.27
MH-A20	12.18	0.75	7.59	3.00	17.15
MH-A21	17.46	0.75	6.48	11.56	56.32
MH-B12	16.00	0.75	6.74	8.16	41.40
OS-1	15.30	0.44	6.89	2.77	8.46

100-Yr Storm					
Drainage Area	Tc (minutes)	C ₁₀₀	I ₁₀₀ (in/hr)	Area (acres)	Q ₁₀₀ (cfs)
I-A1	5.00	0.80	12.55	0.29	2.91
I-A2	5.00	0.70	12.55	0.76	6.72
I-A3	5.00	0.60	12.55	1.00	7.56
I-A4	5.00	0.60	12.55	1.00	7.56
I-A5	5.00	0.60	12.55	1.26	9.47
I-A6	5.00	0.60	12.55	1.27	9.56
I-B1	5.00	0.80	12.55	0.46	4.67
I-B2	5.00	0.70	12.55	0.70	6.20
I-C1	5.00	0.80	12.55	0.87	8.82
I-C2	5.00	0.74	12.55	1.06	9.90
I-F1	15.24	0.83	8.88	5.25	39.10
I-F2	16.38	0.83	8.61	8.42	60.83
MH-A20	12.48	0.83	9.70	3.00	24.43
MH-A21	17.16	0.83	8.38	11.56	81.22
MH-B12	16.00	0.83	8.70	8.16	59.53
OS-1	15.30	0.51	8.87	2.77	12.62

mwm Design Group 305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734 TBAE FIRM REGISTRATION NO.: 1452 TBPE FIRM REGISTRATION NO.: F-1416 TGPLS FIRM REGISTRATION NO.: 10065600 MWM DesignGroup, Inc. F-1416		NO.	DATE	DESCRIPTION	BY	The bar above measures one inch on the original drawing. Adjust scales accordingly.	SITE DRAINAGE AREA MAP	
						HUTTO INNOVATION INDUSTRIAL PARK HUTTO, TX, 78634		



2-YR EXISTING CONDITIONS				2-YR PROPOSED PHASE-1 CONDITIONS				
Hydrologic Element	Drainage Area (MI2)	Q ₂ (CFS)	Volume (IN)	C	Drainage Area (MI2)	Q ₂ (CFS)	Volume (IN)	Q ₂ PEAK FLOW ATTENUATED (CFS)
JCARM1010	0.4403	255.5	1.3	JCARM1010	0.4403	257	1.30	
JCARM1040	0.897	489	1.43	JCARM1040	0.897	489	1.43	
JCARM1050	1.0639	541.5	1.49	JCARM1050	0.9731	507	1.43	
JCARM1060	1.1713	578.3	1.53	DPCARM1060P1	1.1713	538	1.56	DETENTION
JCARM1070	1.1713	576.2	1.53	JCARM1070	1.1713	538	1.56	39

10-YR EXISTING CONDITIONS				10-YR PROPOSED PHASE-1 CONDITIONS				
Hydrologic Element	Drainage Area (MI2)	Q ₁₀ (CFS)	Volume (IN)	Hydrologic Element	Drainage Area (MI2)	Q ₁₀ (CFS)	Volume (IN)	Q ₁₀ PEAK FLOW ATTENUATED (CFS)
JCARM1010	0.4403	681.9	3.83	JCARM1010	0.4403	685	3.83	
JCARM1040	0.897	1290.8	4.03	JCARM1040	0.897	1292	4.03	
JCARM1050	1.0639	1440	4.13	JCARM1050	0.9731	1349	4.04	
JCARM1060	1.1713	1549.8	4.18	DPCARM1060P1	1.1713	1502	4.20	DETENTION
JCARM1070	1.1713	1546.8	4.18	JCARM1070	1.1713	1493	4.20	54

25-YR EXISTING CONDITIONS				25-YR PROPOSED PHASE-1 CONDITIONS				
Hydrologic Element	Drainage Area (MI2)	Q ₂₅ (CFS)	Volume (IN)	Hydrologic Element	Drainage Area (MI2)	Q ₂₅ (CFS)	Volume (IN)	Q ₂₅ PEAK FLOW ATTENUATED (CFS)
JCARM1010	0.4403	913	5.29	JCARM1010	0.4403	917	5.29	
JCARM1040	0.897	1725.3	5.52	JCARM1040	0.897	1727	5.52	
JCARM1050	1.0639	1931.5	5.62	JCARM1050	0.9731	1808	5.53	
JCARM1060	1.1713	2085.7	5.68	DPCARM1060P1	1.1713	2034	5.70	DETENTION
JCARM1070	1.1713	2082	5.68	JCARM1070	1.1713	1977	5.70	105

100-YR EXISTING CONDITIONS				100-YR PROPOSED PHASE-1 CONDITIONS				
Hydrologic Element	Drainage Area (MI2)	Q ₁₀₀ (CFS)	Volume (IN)	Hydrologic Element	Drainage Area (MI2)	Q ₁₀₀ (CFS)	Volume (IN)	Q ₁₀₀ PEAK FLOW ATTENUATED (CFS)
JCARM1010	0.4403	1304.7	7.71	JCARM1010	0.4403	1310	7.71	
JCARM1040	0.897	2465.2	7.96	JCARM1040	0.897	2468	7.96	
JCARM1050	1.0639	2773.3	8.07	JCARM1050	0.9731	2592	7.97	
JCARM1060	1.1713	3007.1	8.13	DPCARM1060P1	1.1713	2943	8.15	DETENTION
JCARM1070	1.1713	3001.9	8.13	JCARM1070	1.1713	2918	8.15	84

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TBAE FIRM REGISTRATION NO.: 1452
TBE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY

The bar above measures one inch on the original drawing. Adjust scales accordingly.

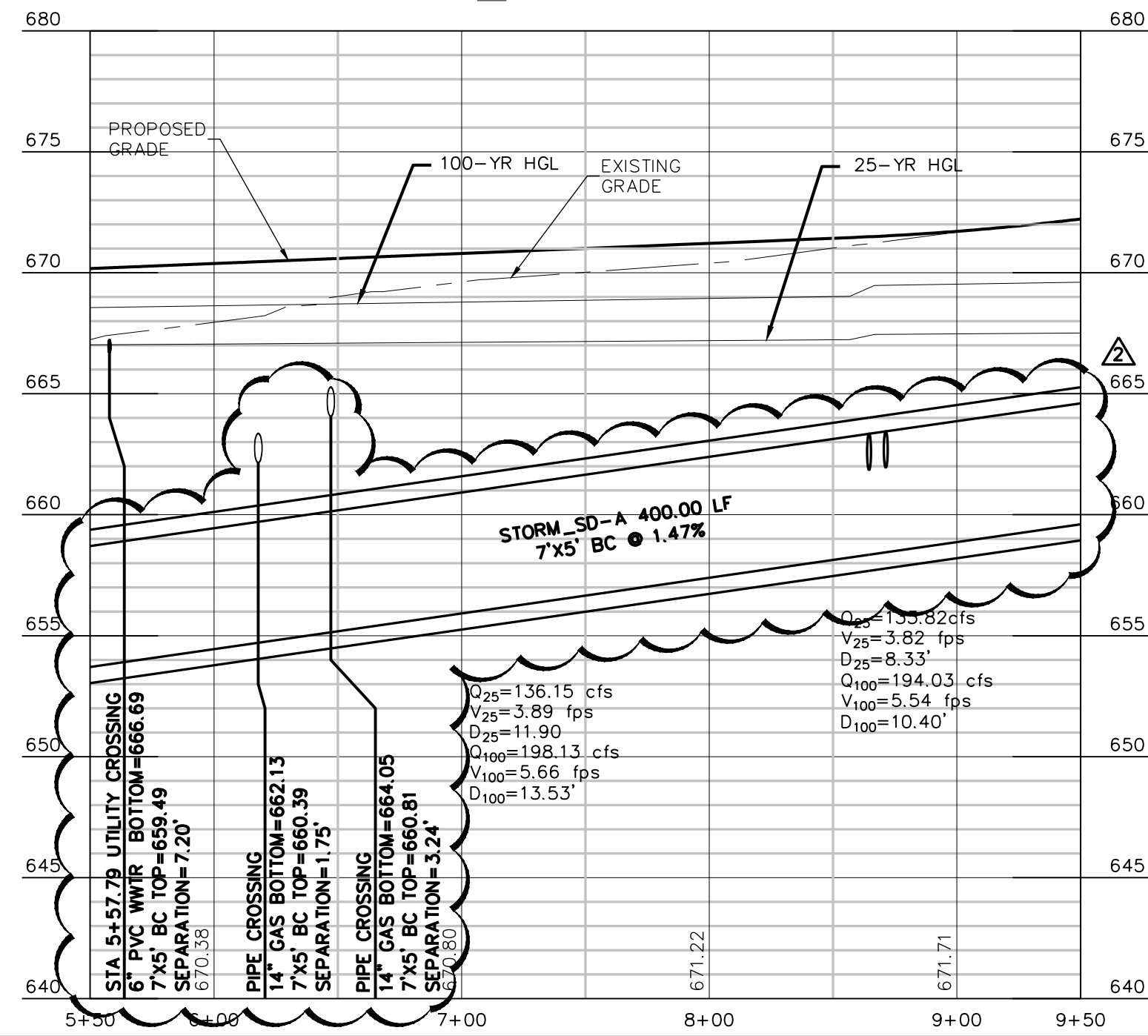
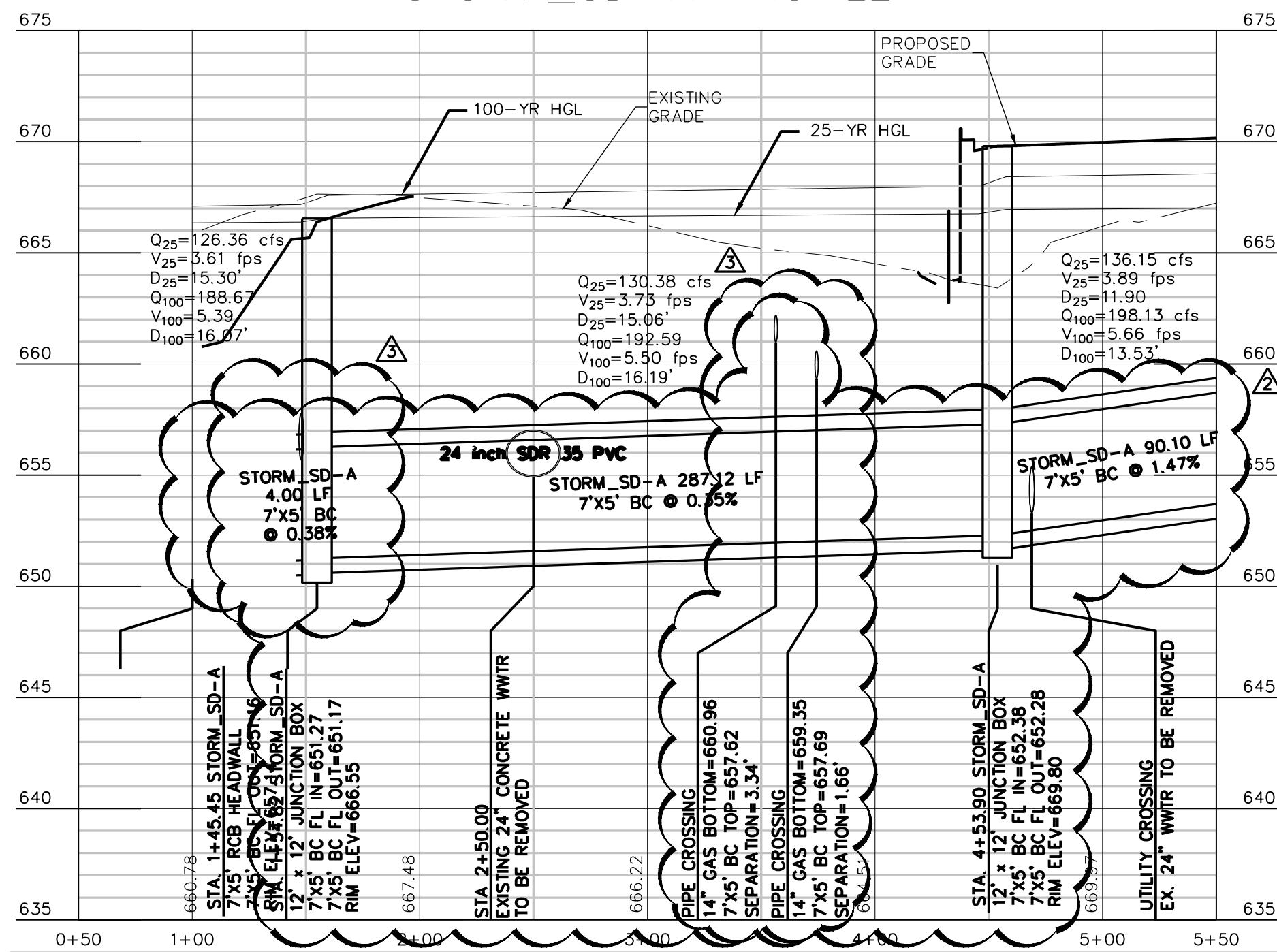
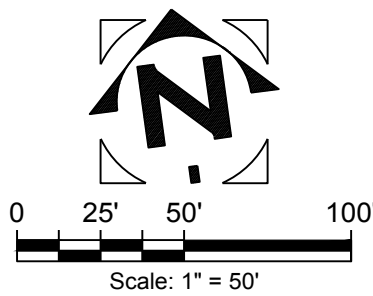
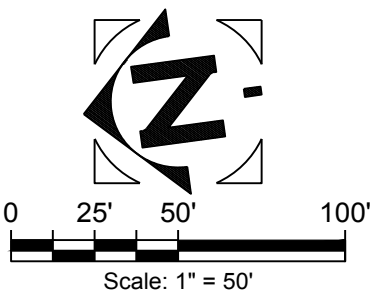
MASTER DRAINAGE AREA MAP

HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

PLOTTED: 9/13/2017
JOB NO: 580-01

C301

31 OF 64



0 1"

The bar above measures one inch on the original drawing. Adjust scales accordingly

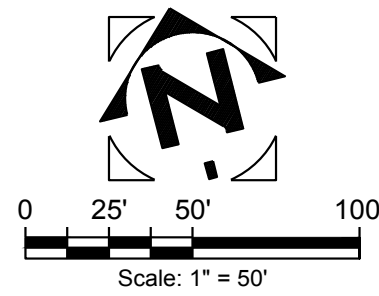
HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

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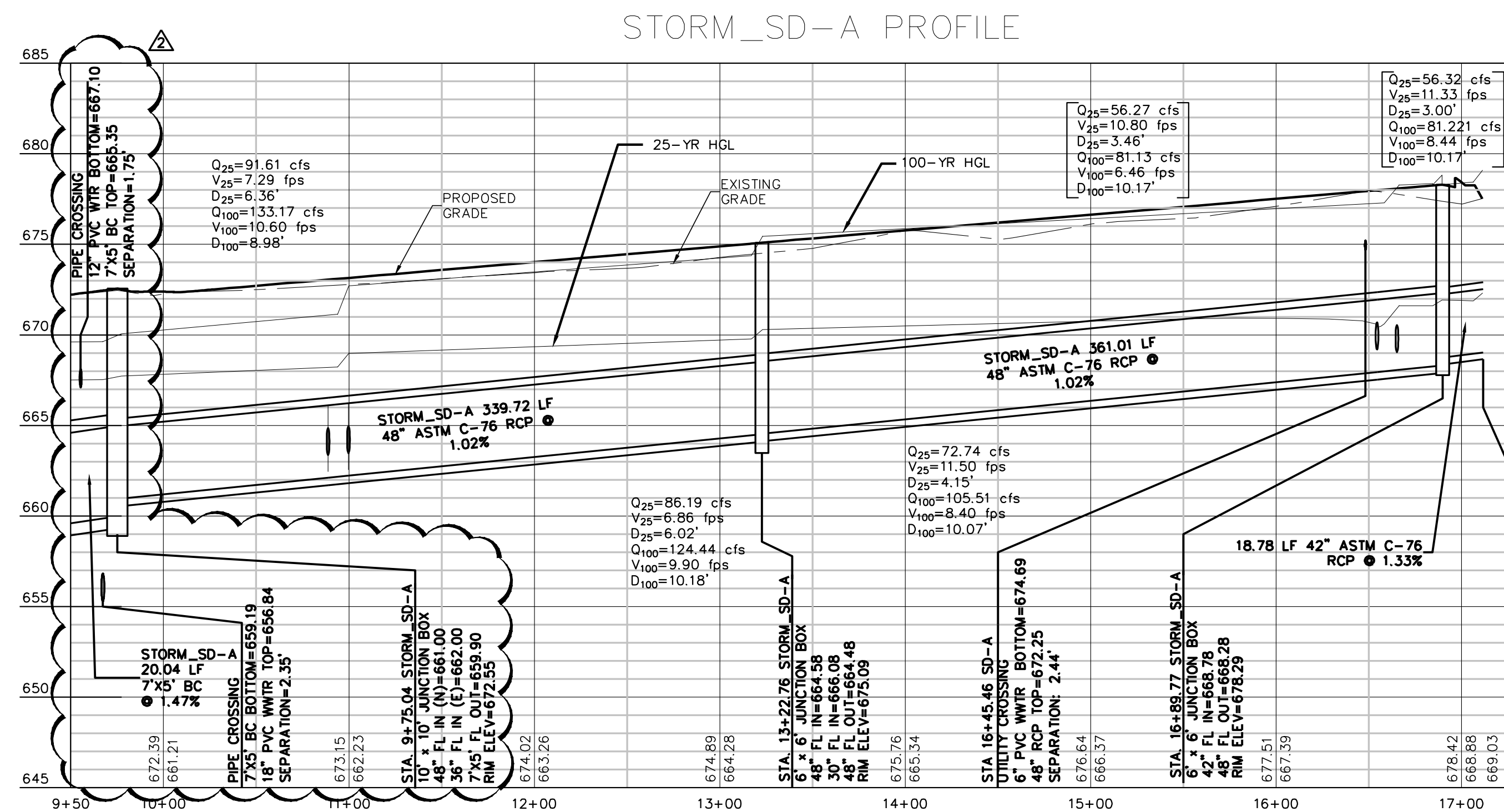
TBAE FIRM REGISTRATION NO.: 1452
TBPE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600



- ### STORM DRAIN LEGEND
- | | |
|---|--|
|  | PROP. STORM DRAIN LINE |
|  | PROP. STORM DRAIN MANHOLE |
|  | PROP. STORM DRAIN JUNCTION BOX |
|  | PROP. 10" PRECAST CURB INLET |
|  | PROP. 10" PRECAST CURB INLET
SIDE BY SIDE OR 20" CURB INLET |

NOTES:

1. CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS AND/OR CROSSINGS TWO WEEKS PRIOR TO CONSTRUCTION.
2. ALL EXISTING PUBLIC UNDERGROUND WATER AND WASTEWATER UTILITIES ARE APPROXIMATE AND SHOULD BE AVAILABLE RECORDS.
3. THE LOCATION OF EXISTING ON-SITE UNDERGROUND UTILITIES ARE UNKNOWN. THE PROPOSED ON-SITE IMPROVEMENTS ARE BASED ON ESTIMATED CONNECTION POINTS TO THE EXISTING BUILDINGS AND/OR EXISTING SERVICE LINES. SERVICE TO THE EXISTING BUILDINGS SHALL REMAIN ACTIVE DURING CONSTRUCTION.
4. ALL CLEANOUTS AND MANHOLES WITHIN PAVED AREAS SHALL HAVE HEAVY-DUTY TRAFFIC BEARING CASTINGS AND COVERS.
5. THE TYPE OF VARIATIONS TO THE STANDARD SHALL BE INSTALLED TO MATCH GROUND, UNLESS OTHERWISE NOTED.
6. ALL STORM PIPE SHALL BE ASTM C-76, CLASS III RCP EXCEPT AS NOTED.

[illegible]

0 1"

The bar above measures one inch on the original drawing. Adjust scales accordingly.

HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

C303

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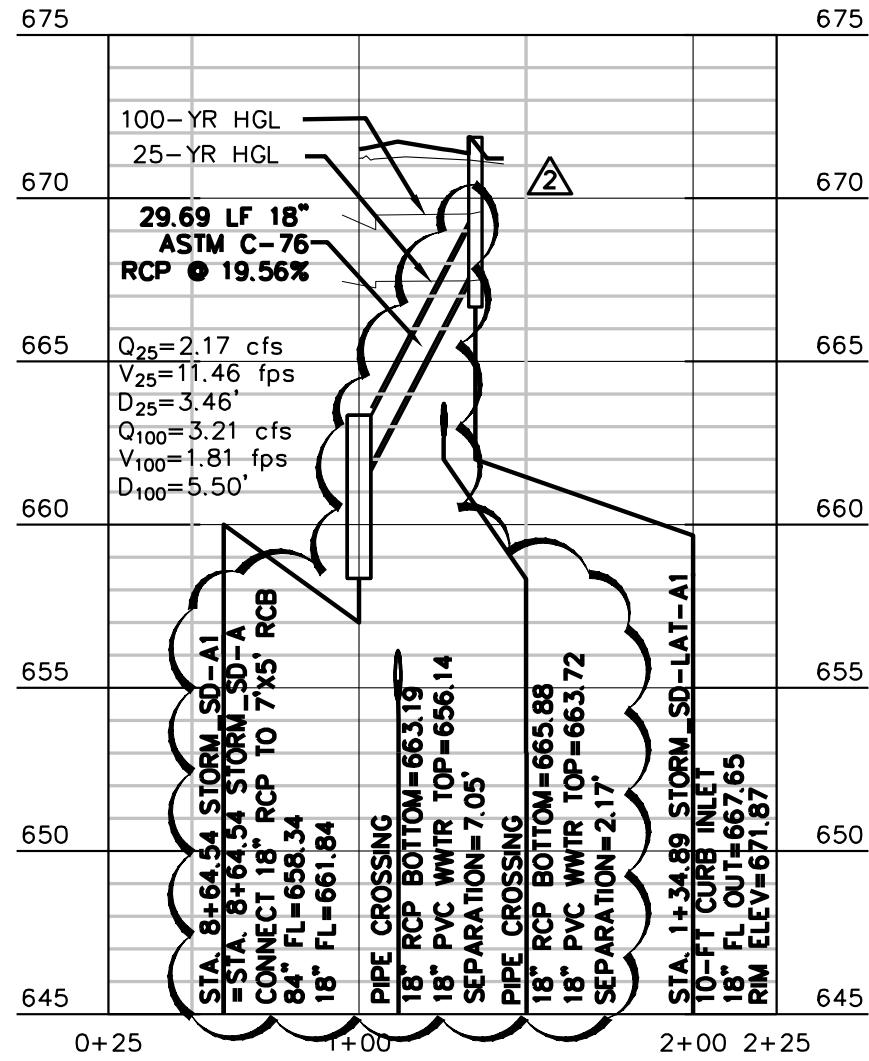


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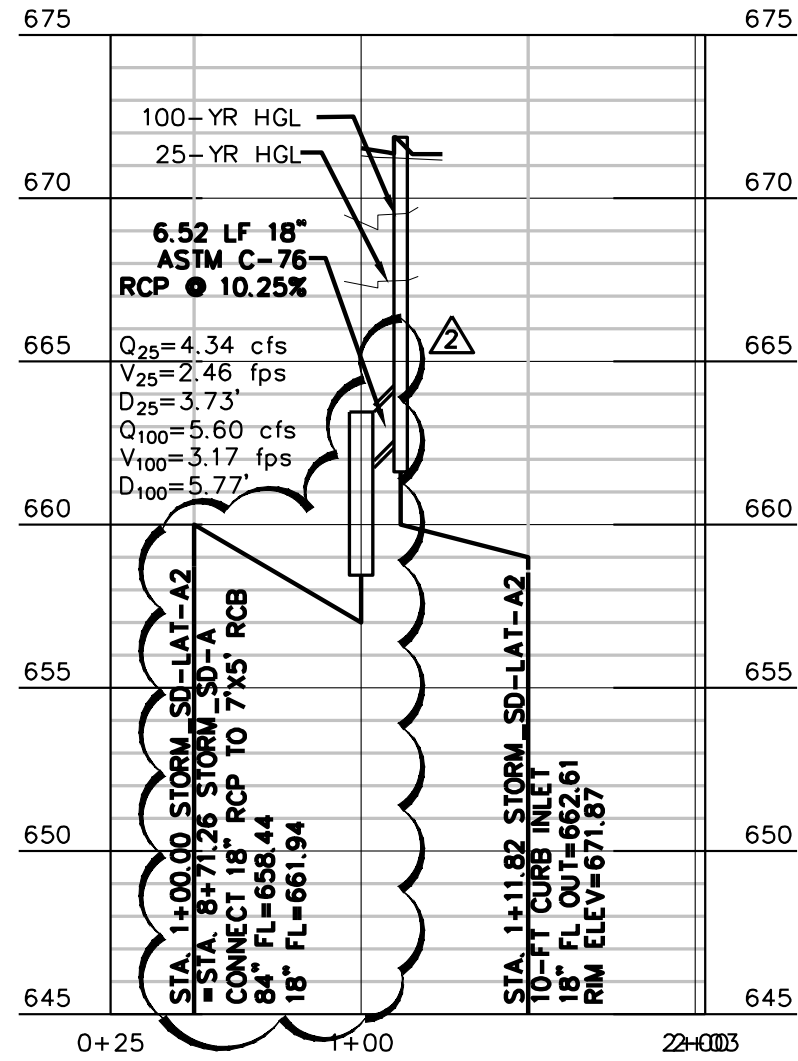
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TBPE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600



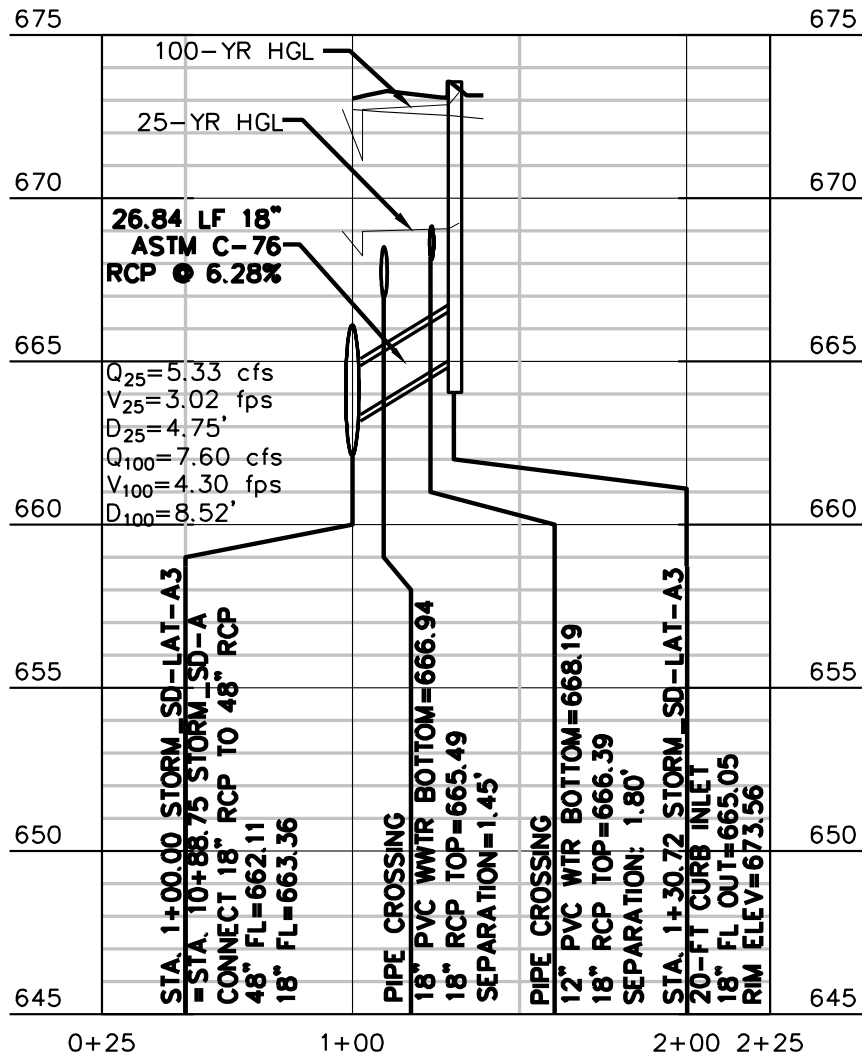
STORM_SD-LAT-A1 PROFILE



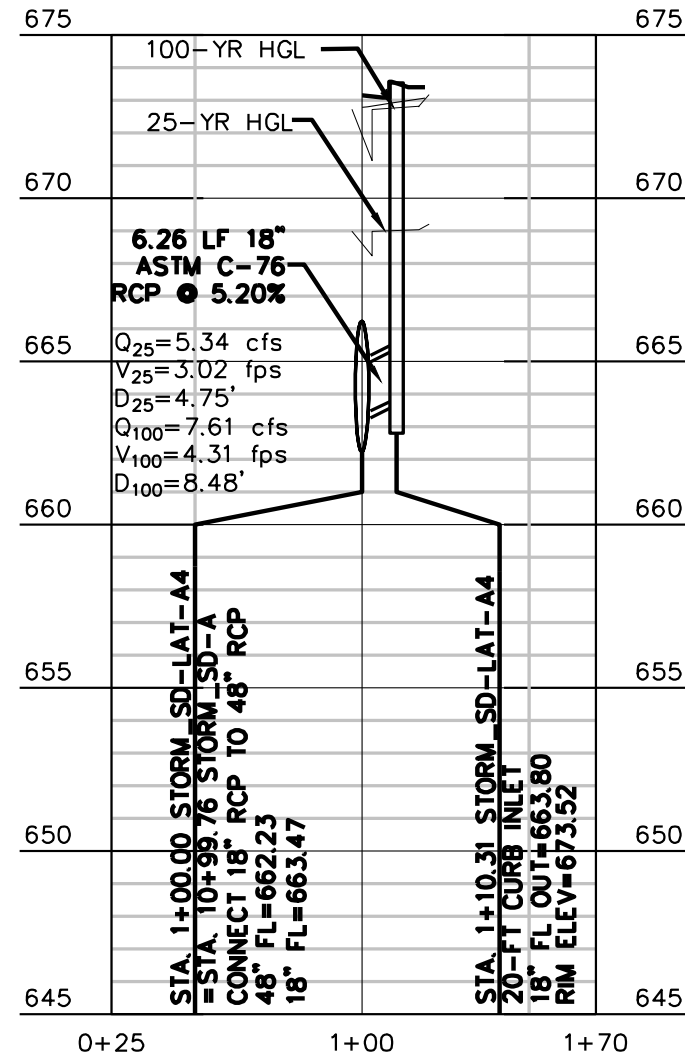
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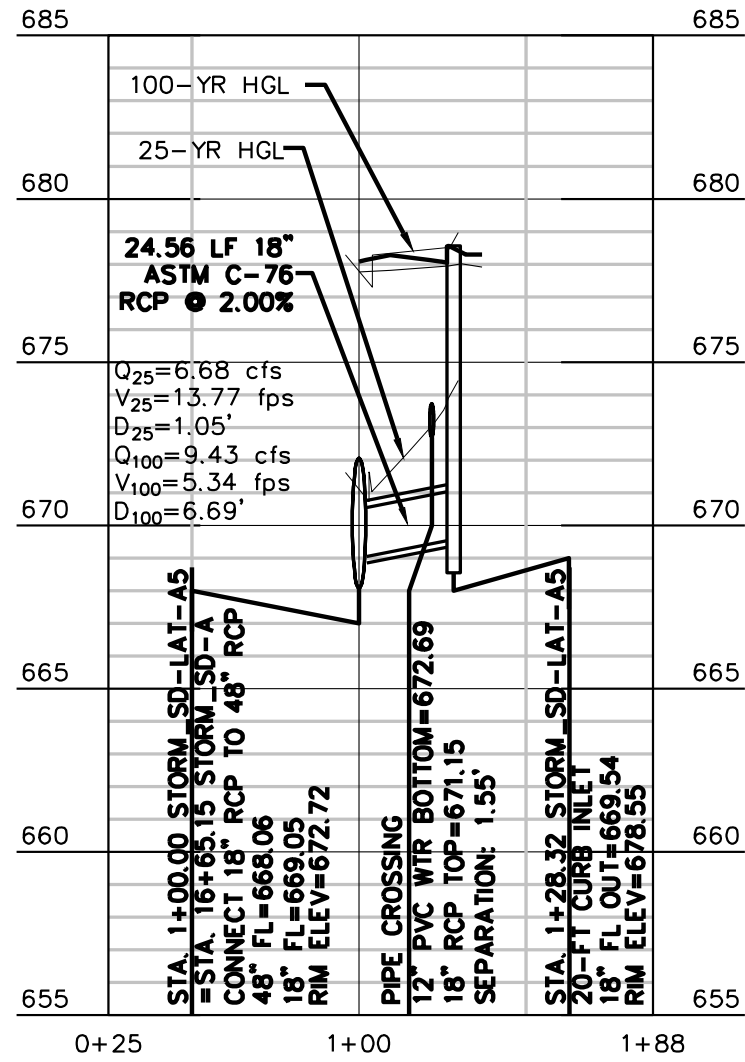
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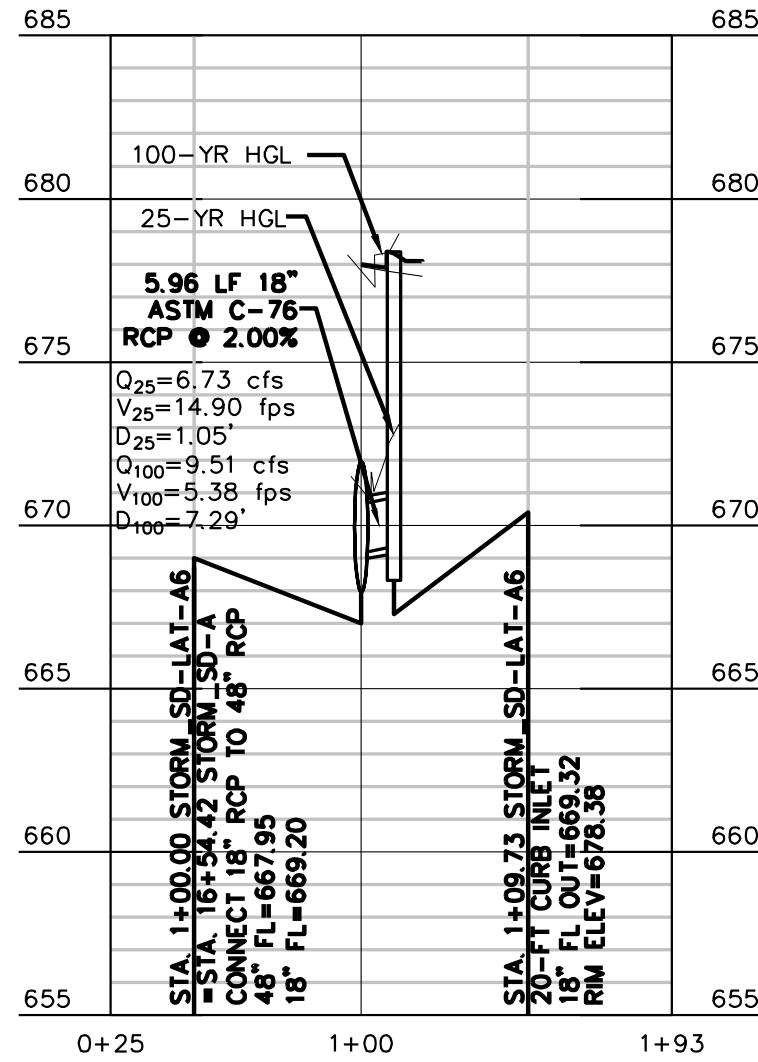
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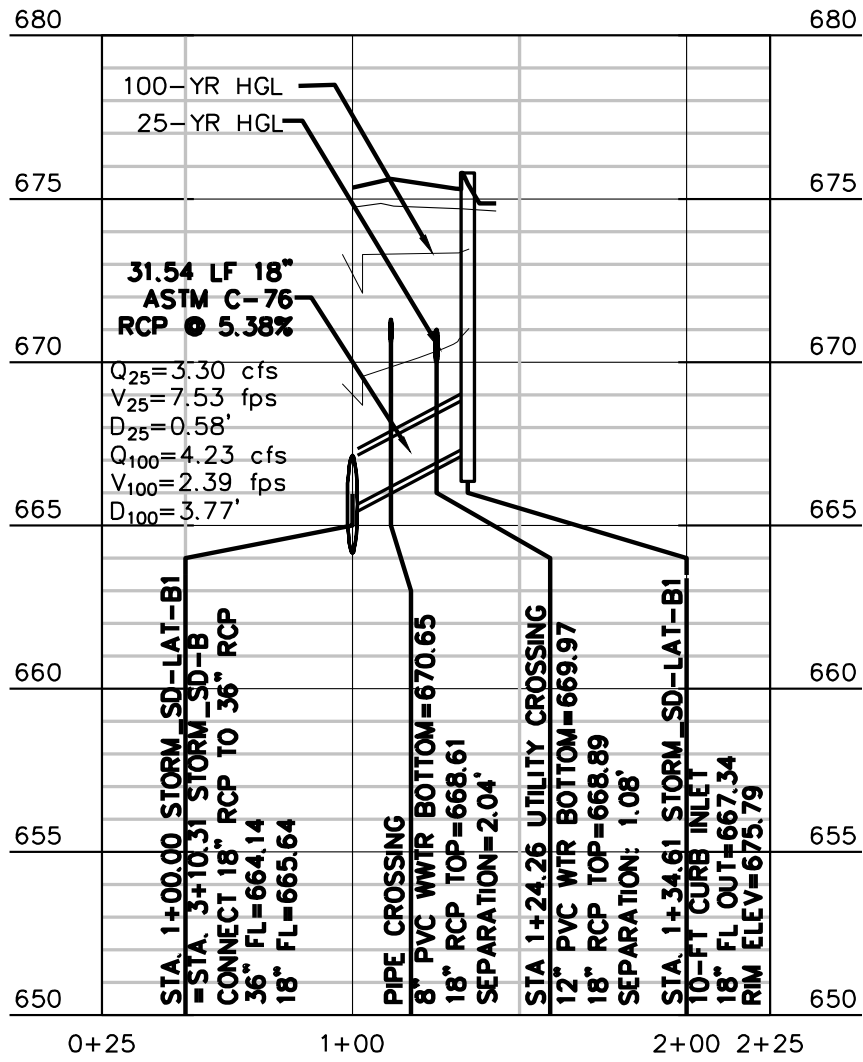
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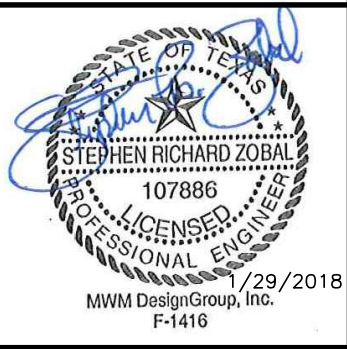
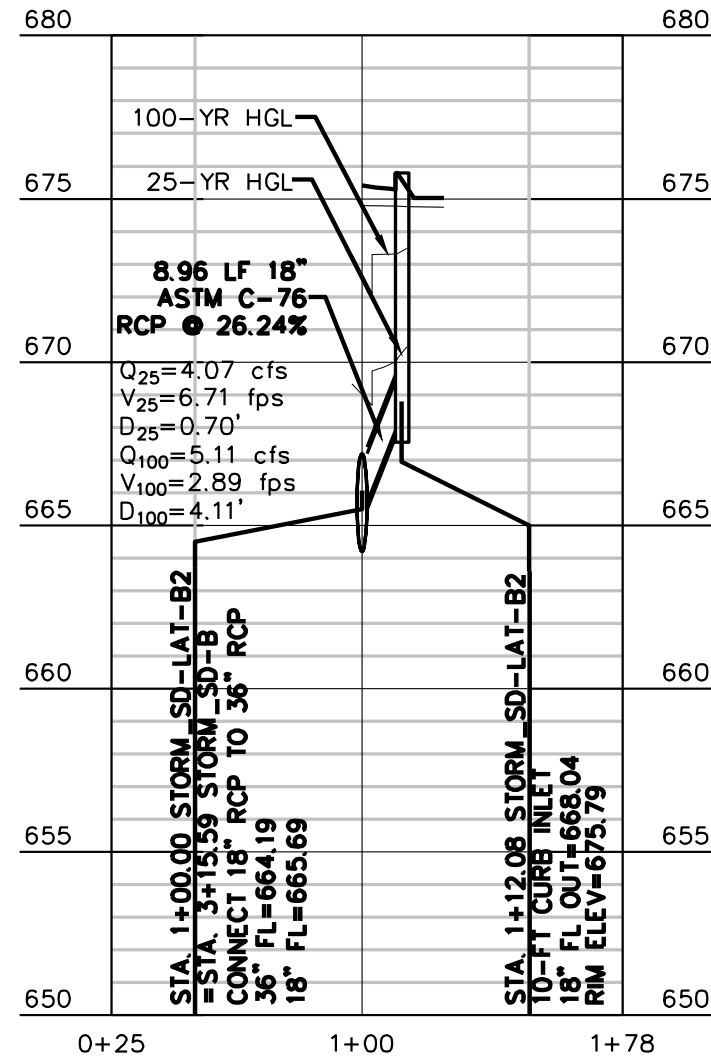
STORM_SD-LAT-A6 PROFILE



STORM_SD-LAT-B1 PROFILE



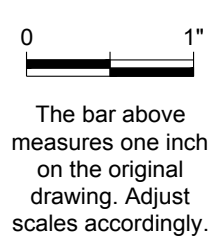
STORM_SD-LAT-B2 PROFILE



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TBAE FIRM REGISTRATION NO.: 1452
TBAE FIRM REGISTRATION NO.: F-1416
TBAE FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY
2	1/29/18	ADJUSTED LAT-A1 AND LAT-A2 SLOPES AND CONNECTIONS TO SD-A SRZ	SRZ



STORM PLAN & PROFILE
LATERAL PROFILES - 1 OF 2

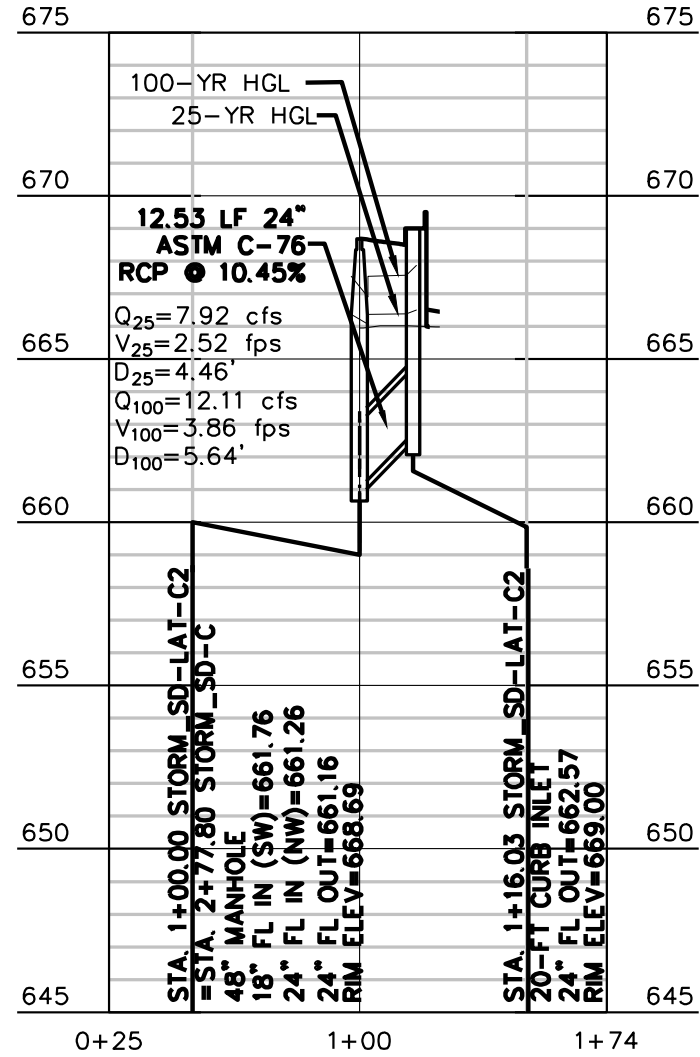
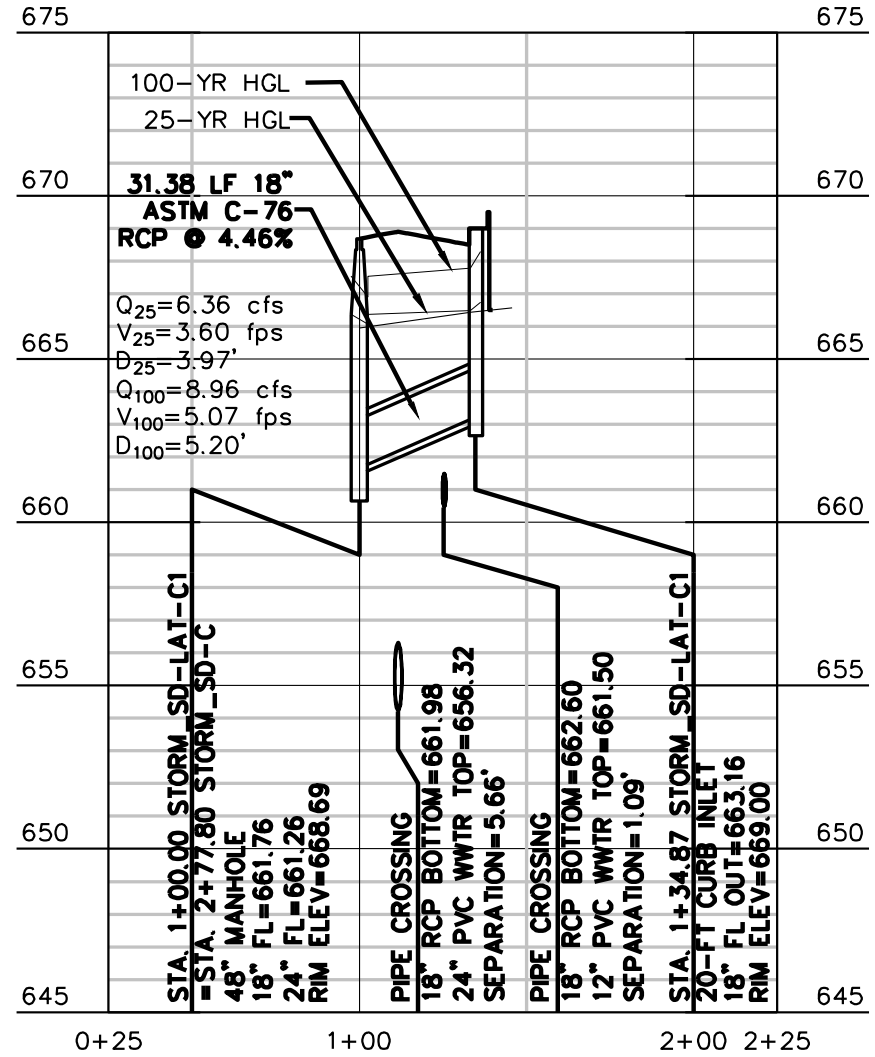
HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

PLOTTED: 1/29/2018
JOB NO: 580-01

C305

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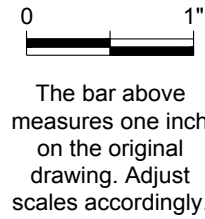
STORM_SD-LAT-C1 PROFILE STORM_SD-LAT-C2 PROFILE



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TBAE FIRM REGISTRATION NO.: 1452
TBE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY



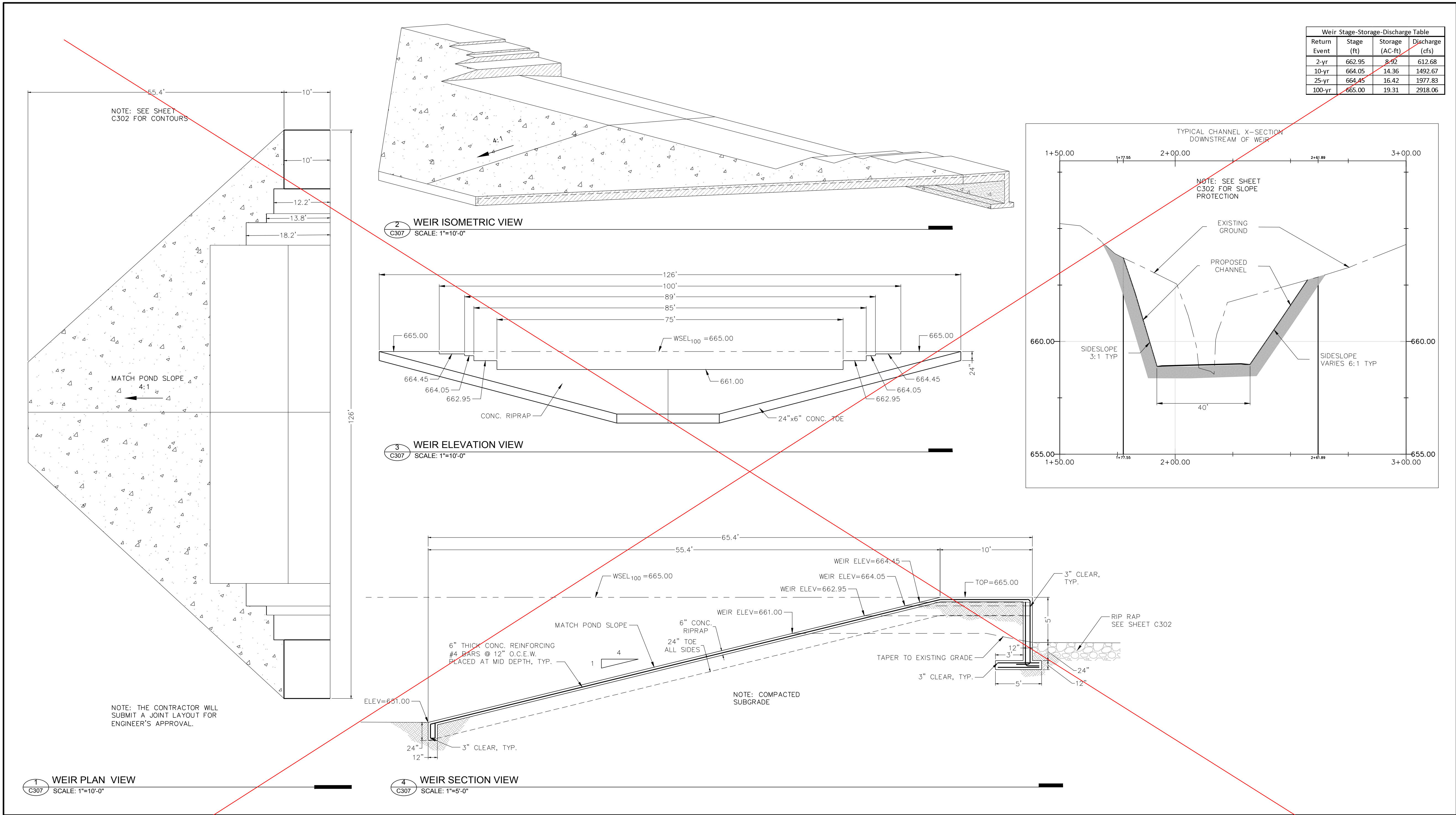
STORM PLAN & PROFILE
LATERAL PROFILES - 2 OF 2

HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

PLOTTED: 9/13/2017
JOB NO: 580-01

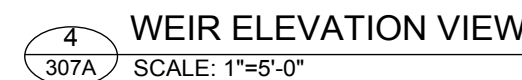
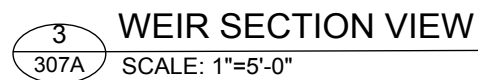
C306

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	 305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734 TBAE FIRM REGISTRATION NO.: 1452 TBE FIRM REGISTRATION NO.: F-1416 TBL FIRM REGISTRATION NO.: 10065600	NO.	DATE	DESCRIPTION	BY		POND STRUCTURE DETAILS HUTTO INNOVATION INDUSTRIAL PARK HUTTO, TX, 78634	PLOTTED: 9/13/2017 JOB NO: 580-01

File: Y:\580-01\HUTTO_INNOVATION\CAO\Sheets\C306_PondRotatingStructure.dwg 22x34

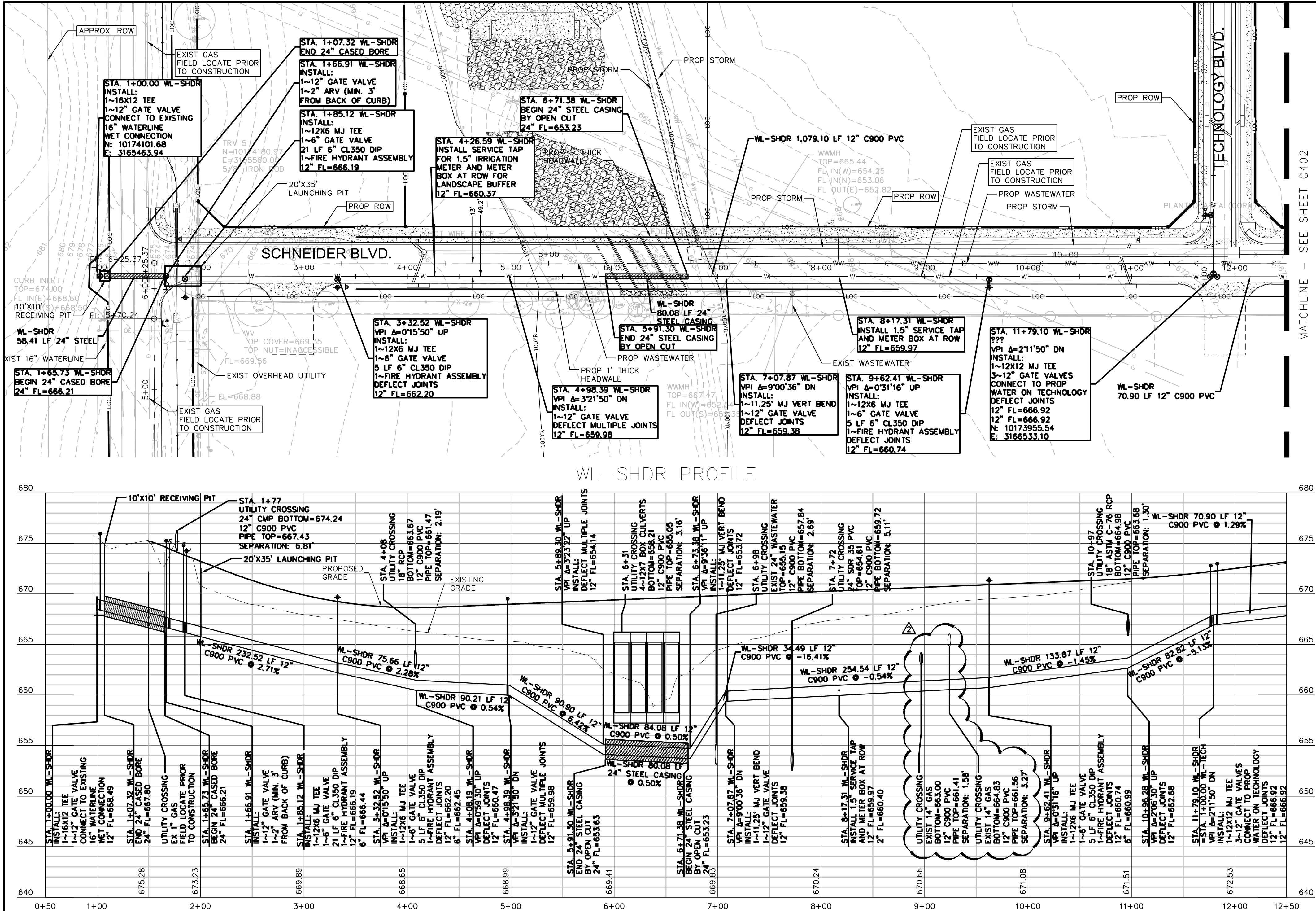


WEIR STAGE, STORAGE-DISCHARGE DATA AND POND ROUTING	2	10	25	100
RETURN EVENT				
STAGE (FEET ABOVE MSL)	664.98	666.76	666.89	667.93
STORAGE (AC-FT)	5.663	9.617	11.653	15.144
Q Pre (cfs)	645.12	1514.97	2038.04	2899.83
Q Post (cfs)	625.72	1502.01	2030.61	2894.83
Reduction in Bridge Peak	19.40	12.96	7.43	5.00
Q Peak PRE-Dev. (cfs)	58.64	143.06	194.60	279.62
Q Peak (in) Pond - (cfs)	113.08	213.91	272.91	365.19
Q Peak (out) Pond - (cfs)	40.46	98.75	130.94	179.94

1. ALL CONCRETE WORK SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE SPECIFICATION, ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE," LATEST EDITION.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS, A MINIMUM CEMENT CONTENT OF 5 SACKS/CY, A MAXIMUM WATER/CEMENT RATIO OF 0.55 AND A SLUMP RANGE FROM 2"-5".
3. CONTRACTOR SHALL FURNISH A MIX DESIGN FOR THE CONCRETE USED AND RETAIN A QUALIFIED TESTING LABORATORY TO MAKE CONCRETE CYLINDERS AND PERFORM COMPRESSIVE TESTS. A MINIMUM OF 2 CYLINDERS SHALL BE TAKEN FOR TESTING, WITH ONE TEST AT 7-DAYS AND ONE TEST AT 28-DAYS.
4. WORKABILITY ADMIXTURES MAY BE USED, PROVIDED THAT BATCH PROPORTIONS ARE DETERMINED PER THE MANUFACTURER AND APPROVED BY THE ENGINEER.
5. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE, ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE," LATEST EDITION.
6. REINFORCING SHALL BE NEW BILLET STEEL, CONFORMING TO ASTM A615, GRADE 60.
7. UNLESS NOTED OTHERWISE, THE MINIMUM CLEAR COVER FOR REINFORCING STEEL SHALL BE:

WHERE CAST AGAINST DIRT OR FILL	3"
EXPOSED TO EARTH OR WEATHER	2"
NOT EXPOSED	1-1/2"
8. SHOP DRAWINGS SHALL BE PREPARED FOR ALL REINFORCING STEEL AND SUBMITTED TO THE ENGINEER FOR REVIEW. ENGINEERING DRAWINGS SHALL NOT BE REPRODUCED AND USED AS SHOP DRAWINGS.
9. REINFORCING BARS FOR BOTTOM OF FOOTING STEEL SHALL BE ELEVATED ON SOLID CONCRETE OR BRICK BLOCKS OR STEEL CHAIRS SHALL NOT BE ALLOWED.

[illegible]



0 25' 50' 100'

Scale: 1" = 50'

WATER LEGEND

— W — PROP. WATER LINE

— WV — PROP. WATER VALVE

— FH — PROP. FIRE HYDRANT

— A — AIR RELEASE VALVE

NOTES:

1. CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS AND/OR CROSSINGS TWO WEEKS PRIOR TO CONSTRUCTION.
2. ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH CHAPTER 290 OF THE TEXAS ADMINISTRATIVE CODE.
3. CENTER 20' JOINT OF WATERLINE PIPE OVER WASTEWATER CROSSINGS.
4. ALL HORIZONTAL AND VERTICAL BENDS (EXCEEDING 22-1/2°), VALVES, TEES, PLUGS, AND CAPS SHALL BE RESTRAINED TO THE WATER MAIN USING MECHANICAL JOINT RESTRAINT DEVICES AS APPROVED IN SPL. WW-27-A. CONCRETE THRUST BLOCKING SHALL BE USED FOR BENDS LESS THAN 22-1/2°. CONTRACTOR TO ADD WARNING TAPE (STAND. SPEC. 510) ON TRENCH LINE TO SHOW RESTRAINED LENGTHS.
5. CONCRETE THRUST BLOCKING SHALL BE USED FOR ALL BENDS, VALVES, TEES, PLUGS, AND CAPS ALONG PIPING LESS THAN 4" IN DIAMETER.
6. ALL WATERLINE P.I.'S BOTH HORIZONTAL AND VERTICAL SHALL BE ACHIEVED BASED UPON THE PIPE MANUFACTURER'S SPECIFIED MAXIMUM ALLOWABLE JOINT DEFLECTION. P.I.'S LESS THAN OR EQUAL TO 80% OF THE MANUFACTURER'S MAXIMUM SHALL BE CONSTRUCTED AS A SINGLE JOINT DEFLECTION. P.I.'S IN EXCESS OF 80% OF THE MANUFACTURER'S MAXIMUM ALLOWABLE JOINT DEFLECTION ANGLE SHALL BE CONSTRUCTED AS A SERIES OF EVENLY DISTRIBUTED DEFLECTIONS OVER MULTIPLE JOINTS, SO THAT NO SINGLE DEFLECTION IS GREATER THAN 80% OF THE MAXIMUM.
7. ALL EXISTING PUBLIC UNDERGROUND WATER UTILITIES ARE APPROXIMATE AND SHOWN PER RECORDS.
8. THE LOCATION OF EXISTING ON-SITE UNDERGROUND WATER AND WASTEWATER UTILITIES ARE UNKNOWN. THE PROPOSED ON-SITE IMPROVEMENTS ARE BASED ON ESTIMATED CONNECTION POINTS TO THE EXISTING BUILDINGS AND/OR EXISTING SERVICE LINES. SERVICE TO THE EXISTING BUILDINGS SHALL REMAIN ACTIVE DURING CONSTRUCTION.
9. ALL VALVES WITHIN PAVED AREAS SHALL HAVE HEAVY-DUTY TRAFFIC BEARING CASTINGS AND COVERS.
10. ALL C900 PVC SHALL BE DR-14.
11. TRACER WIRE SHALL BE PROVIDED FOR ALL NON-METALLIC PIPE PER DETAIL W-18.
12. ALL FIRE HYDRANTS SHALL BE INSTALLED A MINIMUM OF 3' BEHIND THE BACK OF CURB.

WATER LINE CONSTRUCTION SEQUENCE:
CONTRACTOR TO CONSTRUCT NEW WATER LINES IN SUCH A MANNER THAT THE EXISTING WATER SERVICES AND WASTEWATER SERVICES WILL HAVE MINIMAL INTERRUPTIONS.
CONTRACTOR TO CUT AND PLUG EXISTING WATER LINES AND EXISTING FIRE HYDRANT LEADS AS NEEDED TO CONSTRUCT PROJECT. ALL EXISTING FIRE HYDRANTS SHALL REMAIN IN SERVICE UNTIL THE NEW FIRE HYDRANTS ARE INSTALLED AND OPERATIONAL.

1/29/2018

MWM DesignGroup, Inc.

P-1416

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TBAE FIRM REGISTRATION NO.: 1452
TBAE FIRM REGISTRATION NO.: F-1416
TBAE FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY
2	1/29/18	ADDED CORRECTED ENTERPRISE GAS CROSSING ELEVATIONS WITH CORRECTED SEPARATION DISTANCES FROM WATER.	SRZ

0 1"

The bar above measures one inch on the original drawing. Adjust scales accordingly.

SCHNEIDER BLVD - WATER PLAN & PROFILE

WL-SHDR STA 1+00 TO 12+50

HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

PLOTTED: 1/29/2018
JOB NO: 580-01

C401

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LANDSCAPE IRRIGATION NOTES

AUTOMATIC IRRIGATION SYSTEMS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS. THESE REQUIREMENTS SHALL BE NOTED ON THE SITE DEVELOPMENT PERMIT AND SHALL BE IMPLEMENTED AS PART OF THE LANDSCAPE INSPECTION:

1. ALL NEW IRRIGATION SYSTEMS MUST BE DESIGNED AND INSTALLED SO THAT:

(B) THE SYSTEM DOES NOT INCLUDE SPRAY IRRIGATION FOR ANY AREAS LESS THAN FOUR (4) FEET WIDE (SUCH AS MEDIANS, BUFFER STRIPS, AND PARKING LOT ISLANDS)

(D) THE PERMANENT IRRIGATION SYSTEM HAS A MASTER VALVE;

(E) CIRCUIT REMOTE CONTROL VALVES HAVE ADJUSTABLE FLOW CONTROLS;

(G) THE IRRIGATION SYSTEM HAS A WEATHER BASED CONTROLLER, COMPATIBLE WITH CITY REQUIREMENTS (WHERE APPLICABLE);

(I) ZONE VALVES AND CIRCUITS ARE SEPARATED BASED ON PLANT WATER REQUIREMENTS;

(K) NO COMPONENT OF THE IRRIGATION SYSTEM DEVIATES FROM THE MANUFACTURER'S RECOMMENDED USE OF THE PRODUCT.

3. THE IRRIGATION INSTALLER SHALL PROVIDE A COMPLETE AND COMPLIANT IRRIGATION PLAN TO THE OWNER FOR THEIR REVIEW. THE IRRIGATION INSTALLER SHALL ALSO DEVELOP AND PROVIDE A WATER BUDGET TO THE OWNER (AND CITY WHERE APPLICABLE) AT THE TIME THE FINAL PLUMBING INSPECTION IS PERFORMED. THE WATER BUDGET SHALL INCLUDE:

(A) A CHART CONTAINING ZONE NUMBERS, PRECIPITATION RATE, AND GALLONS PER MINUTE; AND

(B) THE LOCATION OF THE EMERGENCY IRRIGATION SYSTEM SHUT-OFF VALVE. A LAMINATED COPY OF THE WATER BUDGET SHALL BE PERMANENTLY INSTALLED INSIDE THE IRRIGATION CONTROLLER DOOR.

4. THE IRRIGATION INSTALLER SHALL PROVIDE A REPORT TO THE CITY ON A FORM PROVIDED (IF AVAILABLE) BY THE CITY WATER UTILITY DEPARTMENT CERTIFYING COMPLIANCE WITH SUBSECTION 1 WHEN THE FINAL PLUMBING INSPECTION IS PERFORMED BY THE CITY.

5. IRRIGATION CONTRACTOR SHALL PROVIDE A COMPLETE AS-BUILT PLAN TO OWNER, OR OWNER'S DESIGNATED REPRESENTATIVE SHOWING ALL IRRIGATION COMPONENTS AND SIZE OF COMPONENTS INCLUDING WATER PRESSURE, MAIN LINE, LATERAL LINES, VALVES, HEADS, BACKFLOW DEVICE, CONTROLLER, QUICK COUPLERS, ETC.

6. COMPLY WITH ALL APPLICABLE TCEQ, CITY AND WATER PURVEYOR IRRIGATION RULES AND REGULATIONS.

7. CONTRACTOR IS TO VERIFY PRESSURE AND WATER SUPPLY CHARACTERISTICS ARE ADEQUATE FOR THIS INSTALLATION. ANY DISCREPANCIES OR INADEQUACIES SHALL BE REPORTED TO THE OWNER IMMEDIATELY, BEFORE STARTING CONSTRUCTION. IRRIGATION INSTALLER SHALL PROVIDE WATER PRESSURE AND AVAILABLE FLOW AS PART OF THE IRRIGATION PLAN FOR OWNER REVIEW.

8. CONTRACTOR SHALL OBTAIN ALL PERMITS AND HANDLE ALL INSPECTIONS FOR THIS WORK AS REQUIRED BY LOCAL REGULATIONS AND SHALL PAY ALL FEES ASSOCIATED WITH THESE PERMIT(S).

9. VERIFY LOCATION OF CONTROLLER, WATER SUPPLY; SITE CONDITIONS MAY VARY. OPERABLE IRRIGATION EQUIPMENT (VALVES, QUICK COUPLERS, BFP, ETC.) SHALL BE INSTALLED SEPARATELY IN VALVE BOXES.

10. ALL HEADS SHALL BE INSTALLED ON TRIPLE SWING JOINTS. HEADS SHALL BE NOT BE LOCATED CLOSER THAN 6" FROM PAVEMENT.

11. ADJUST RADII AND SPRAY PATTERNS TO ELIMINATE OVERSPRAY ONTO BUILDINGS, SIDEWALKS, FENCES, DRIVEWAYS, ROADWAYS, ETC.

12. ALL PAVEMENT CROSSINGS (LATERALS, WIRING, MAINLINE, ETC.) SHALL OCCUR WITHIN SLEEVES. INCLUDING SIDEWALKS, DRIVEWAYS, TRAILS, BIKE WAYS, ROADWAYS, ETC.

13. PRIOR TO CONSTRUCTION, VERIFY WITH THE GENERAL CONTRACTOR AND ALL UTILITY COMPANIES THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES. IMMEDIATELY REPORT ANY BREAKAGES TO THE APPROPRIATE UTILITY COMPANY.

14. THE CONTRACTOR IS TO INSTALL ALL SLEEVES IN SEQUENCE WITH OTHER CONSTRUCTION ACTIVITIES, AND WILL BE RESPONSIBLE FOR COORDINATING WITH OTHER SITE CONTRACTORS FOR THIS WORK. ADEQUATELY MARK THE LOCATIONS OF ALL SLEEVES AND PIPE CONNECTION POINTS TO EXISTING LINES.

15. INSTALL THE MAIN LINE A MINIMUM OF 15" DEEP AND LATERAL LINES MIN. 12" DEEP.

16. PROVIDE A NEW WATER PROOF TAG WITH CONTRACTOR'S NAME AND TELEPHONE NUMBER CLEARLY SHOWN AND SECURELY ATTACHED TO THE INSIDE OF THE CONTROLLER DOOR.

COMMON NAME	BOTANICAL NAME	SIZE	SPACING	COMMENT
BURFORD HOLLY	ILEX CORNUTA 'BURFORDII'	5 GAL	AS SHOWN	
HINESE FRINGE PLANT	LOROPETALUM CHINENSE	5 GAL	AS SHOWN	
ELEAGNUS	ELAEAGNUS PUNGENS	5 GAL	AS SHOWN	
BIG MUHLY	MUHLENBERGIA LINDHEIMERI	5 GAL	AS SHOWN	
ITAL WREATH SPIRAEA	SPIRAEA ROSACEAE	5 GAL	AS SHOWN	
ZEBRA GRASS	MISCANTHUS SINENSIS	5 GAL	AS SHOWN	
NATIVE HYDROSEED				CITY OF AUSTIN 604S

COMMON NAME	BOTANICAL NAME	SIZE	SPACING	COMMENT
CEDAR ELM	ULMUS CRASSIFOLIA	2.5" CALIPER	AS SHOWN	SINGLE TRUNK
CHERRY LAUREL	PRUNUS CAROLINIANA	2.5" CALIPER	AS SHOWN	SINGLE TRUNK
CRAPE MYRTLE 'TUSCARORA'	LAGERSTROEMIA INDICA X FAURIEI 'TUSCARORA'	2.5" CALIPER	AS SHOWN	MULTI-TRUNK
CRAPE MYRTLE 'ZUNI'	LAGERSTROEMIA INDICA X FAURIEI 'ZUNI'	2.5" CALIPER	AS SHOWN	MULTI-TRUNK
MAGNOLIA	MAGNOLIA GRANDIFLORA	2.5" CALIPER	AS SHOWN	SINGLE TRUNK
PECAN TREE	CARYA ILLINOIENSIS	2.5" CALIPER	AS SHOWN	MULTI-TRUNK
TEXAS ASH	FRAXINUS TEXENSIS	2.5" CALIPER	AS SHOWN	SINGLE TRUNK
SHUMARD OAK	QUERCUS SHUMARDII	2.5" CALIPER	AS SHOWN	SINGLE TRUNK
SWEETGUM TREE	LIQUIDAMBAR STYRACIFLUA	2.5" CALIPER	AS SHOWN	SINGLE TRUNK
SMOKE TREE	COTINUS OBOVATUS	2.5" CALIPER	AS SHOWN	MULTI-TRUNK
YAUPON HOLLY	ILEX VOMITORIA	2.5" CALIPER	AS SHOWN	MULTI-TRUNK

TREE TAG	TYPE	TOTAL CALIPER INCHES SURVEYED	REPLACEMENT FACTOR	REPLACEMENT INCHES REQUIRED	REASON FOR REMOVAL/MITIGATION
1658	PECAN	13	100%	13	SITE IMPROVEMENTS
2259	BLACK WILLOW	17	100%	17	SITE IMPROVEMENTS
2260	BLACK WILLOW	8	100%	8	SITE IMPROVEMENTS
2325	BLACK WILLOW	10	100%	10	SITE IMPROVEMENTS
2328	BLACK WILLOW	17	100%	17	SITE IMPROVEMENTS
2329	BLACK WILLOW	17	100%	17	SITE IMPROVEMENTS
2513	BLACK WILLOW	24	100%	24	SITE IMPROVEMENTS
6138	BLACK WILLOW	17	100%	17	SITE IMPROVEMENTS
10245	BLACK WILLOW	47	100%	47	SITE IMPROVEMENTS
		REPLACEMENT INCHES REQUIRED		170	

QUANTITY	TYPE	SIZE (INCHES)	REPLACEMENT PROVIDED
7	MAGNOLIA	2.5	17.5
7	SMOKE TREE	2.5	17.5
5	TREE YAUPON	2.5	12.5
8	CHERRY LAUREL	2.5	20.0
8	TEXAS ASH	2.5	20.0
9	SWEETGUM	2.5	22.5
18	PECAN	2.5	45.0
25	CRAPE MYRTLE	2.5	62.5
15	SHUMARD OAK	2.5	37.5
65	CEDAR ELM	2.5	162.5
		REPLACEMENT INCHES PROVIDED	417.5



TBAE FIRM REGISTRATION NO.: 1452
TBPE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600

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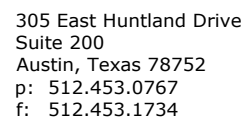
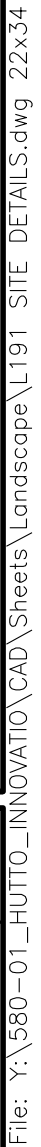
HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

PLOTTED: 9/13/2017
JOB NO: 580-01

L001

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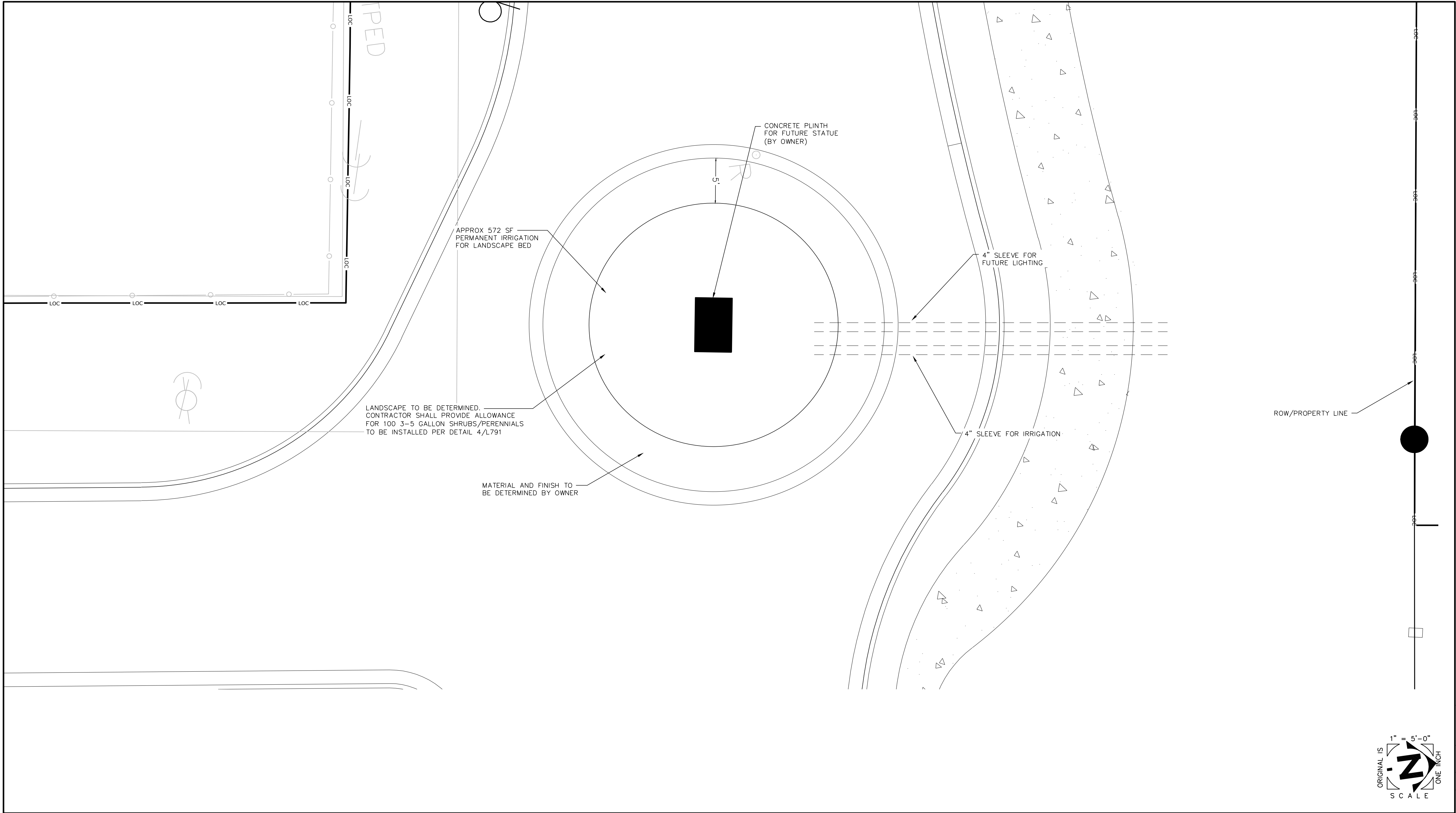
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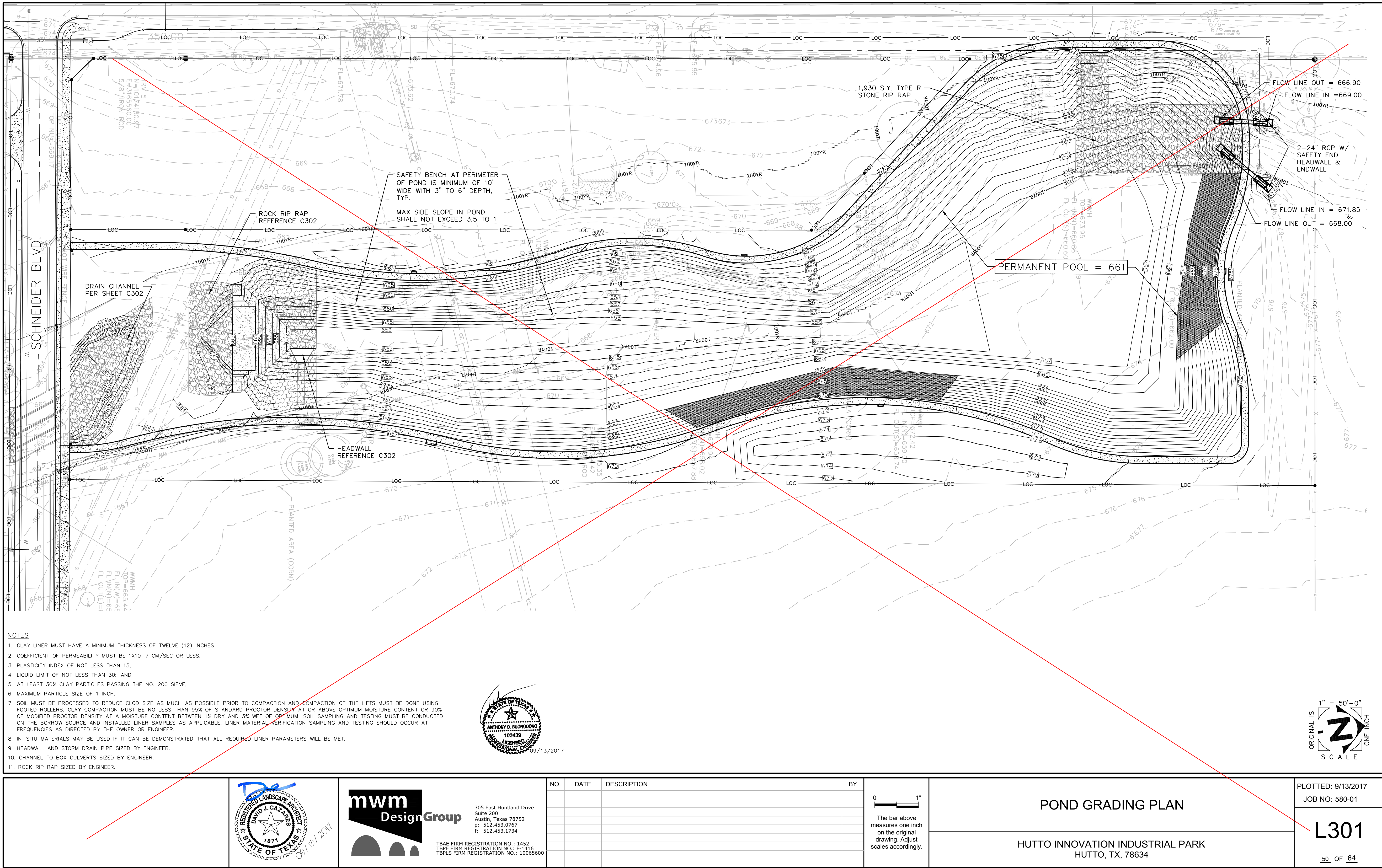
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HUTTO, TX, 78634

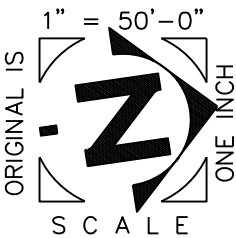
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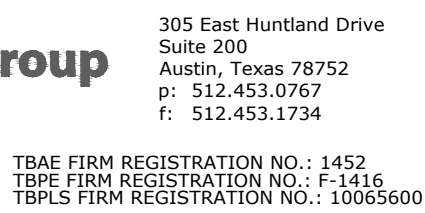


	 305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734 TBAE FIRM REGISTRATION NO.: 1452 TBAE FIRM REGISTRATION NO.: F-1416 TBLPS FIRM REGISTRATION NO.: 10065600	<table><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	NO.	DATE	DESCRIPTION	BY																																					The bar above measures one inch on the original drawing. Adjust scales accordingly.	CIRCLE SITE PLAN	PLOTTED: 9/13/2017 JOB NO: 580-01
			NO.	DATE	DESCRIPTION	BY																																							
HUTTO INNOVATION INDUSTRIAL PARK HUTTO, TX, 78634	L201 49 OF 64																																												





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- Professional Engineer Seal for Stephen Richard Zobal, State of Texas, License No. 107886, expires 7-30-10.



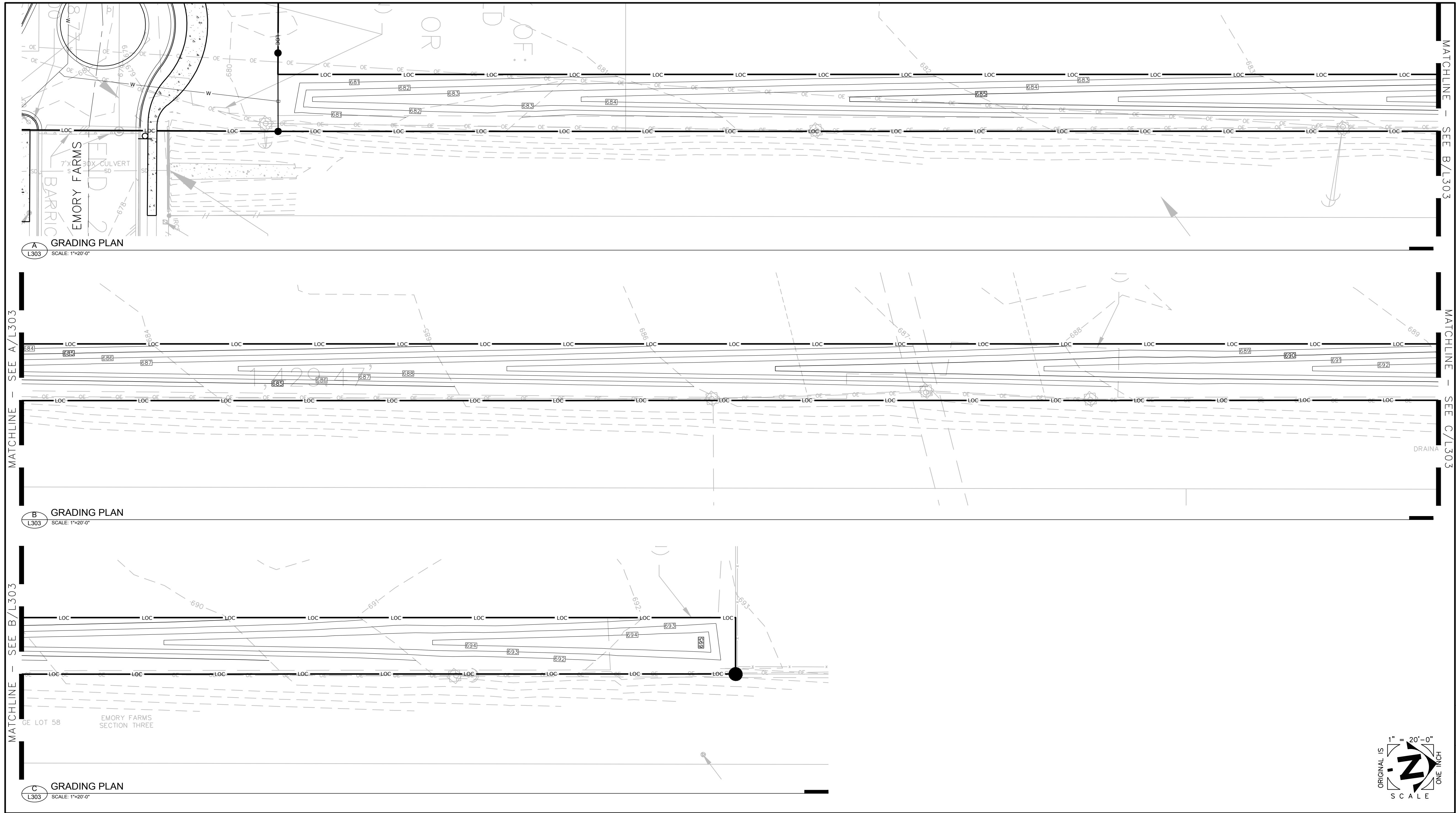
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HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

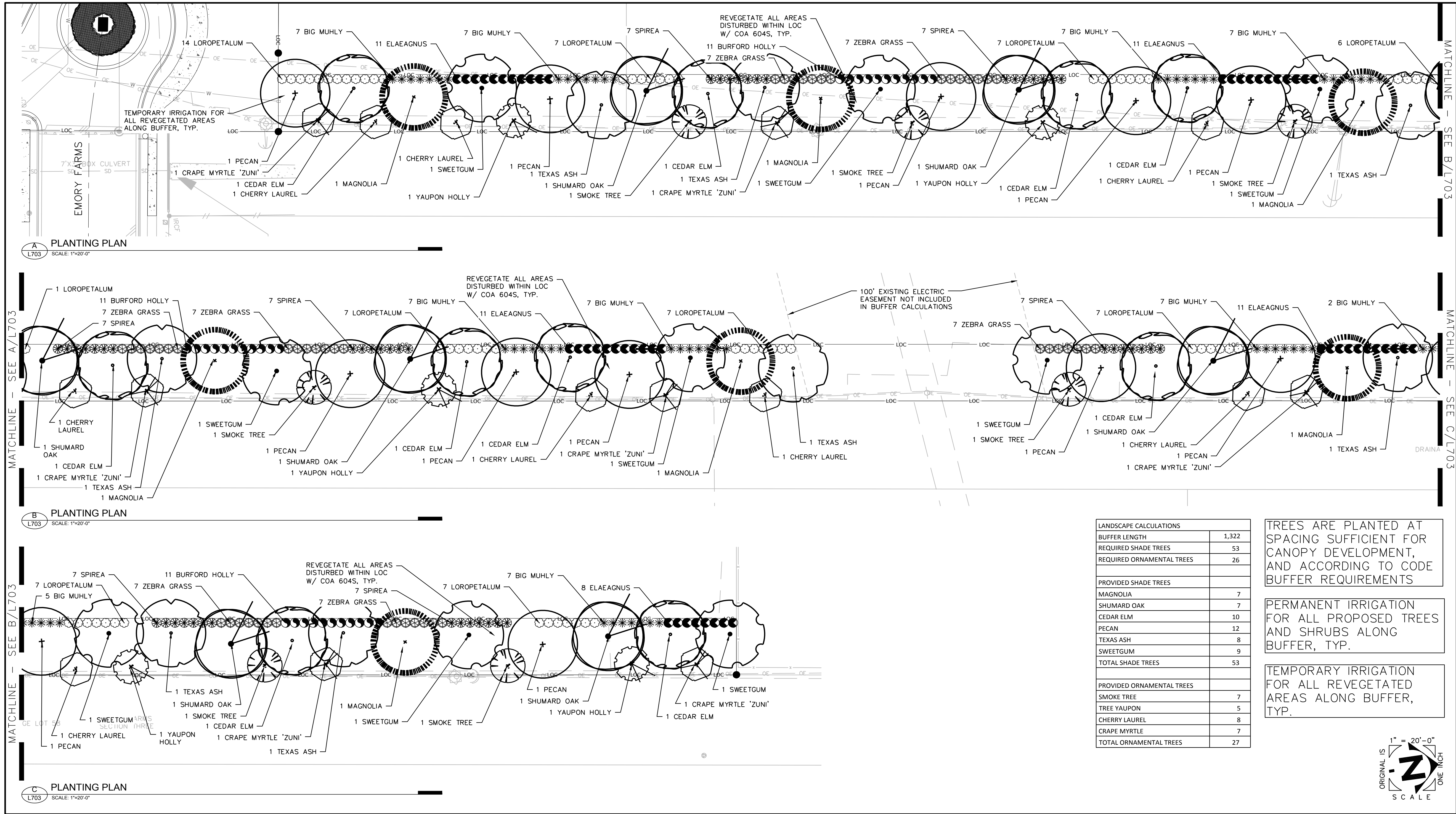
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 OF 64



		305 East Huntland Drive Suite 200 Austin, Texas 78752 p: 512.453.0767 f: 512.453.1734	TBPE FIRM REGISTRATION NO.: 1452 TBPE FIRM REGISTRATION NO.: F-1416 TBPLS FIRM REGISTRATION NO.: 10065600	NO.	DATE	DESCRIPTION	BY		The bar above measures one inch on the original drawing. Adjust scales accordingly.	BUFFER GRADING PLAN	PLOTTED: 9/13/2017 JOB NO: 580-01
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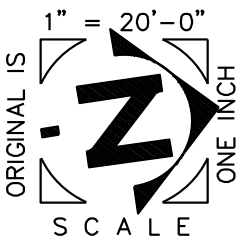


LANDSCAPE CALCULATIONS	
BUFFER LENGTH	1,322
REQUIRED SHADE TREES	53
REQUIRED ORNAMENTAL TREES	26
PROVIDED SHADE TREES	
MAGNOLIA	7
SHUMARD OAK	7
CEDAR ELM	10
PECAN	12
TEXAS ASH	8
SWEETGUM	9
TOTAL SHADE TREES	53
PROVIDED ORNAMENTAL TREES	
SMOKE TREE	7
TREE YAUPON	5
CHERRY LAUREL	8
CAPE MYRTLE	7
TOTAL ORNAMENTAL TREES	27

TREES ARE PLANTED AT SPACING SUFFICIENT FOR CANOPY DEVELOPMENT, AND ACCORDING TO CODE BUFFER REQUIREMENTS

PERMANENT IRRIGATION FOR ALL PROPOSED TREES AND SHRUBS ALONG BUFFER, TYP.

TEMPORARY IRRIGATION FOR ALL REVEGETATED AREAS ALONG BUFFER, TYP.



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BUFFER LANDSCAPE PLAN

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HUTTO, TX, 78634

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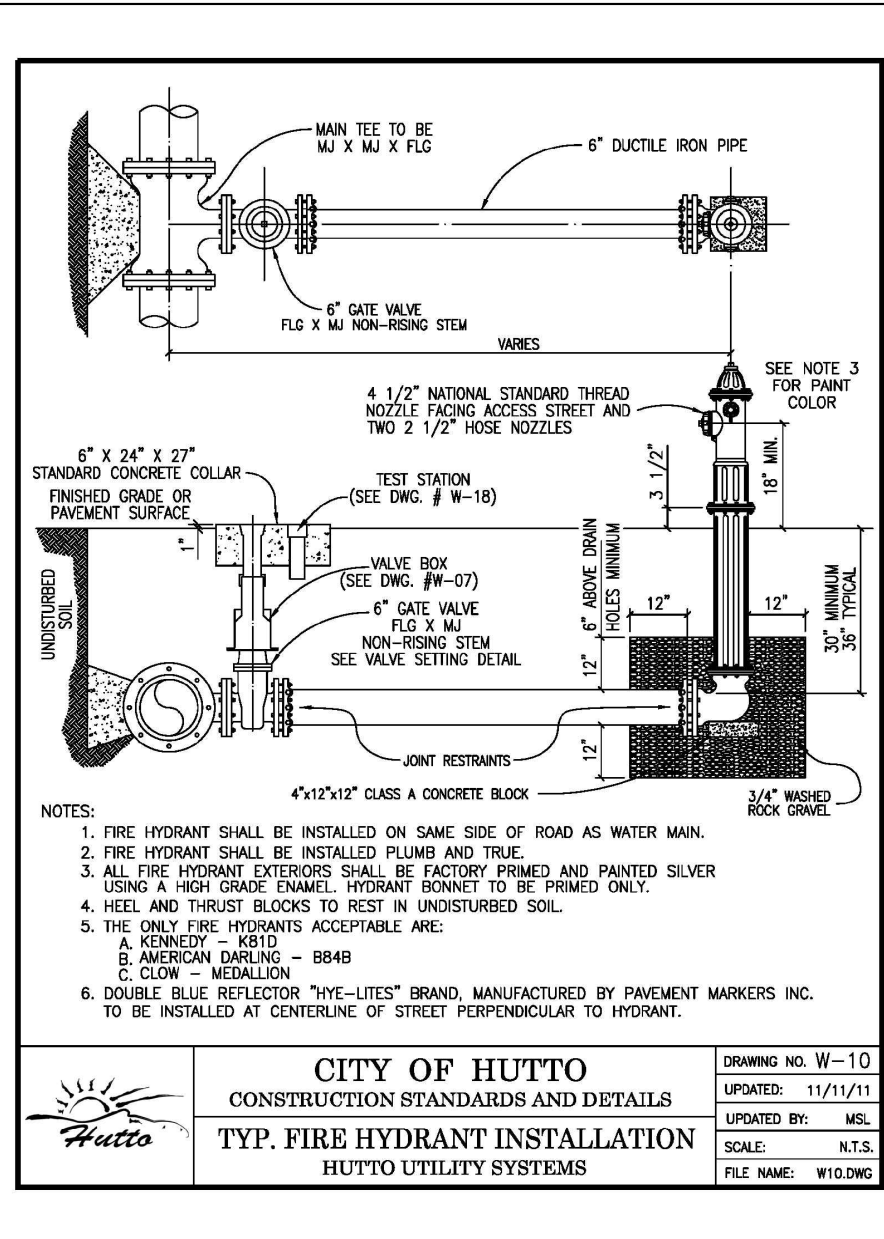
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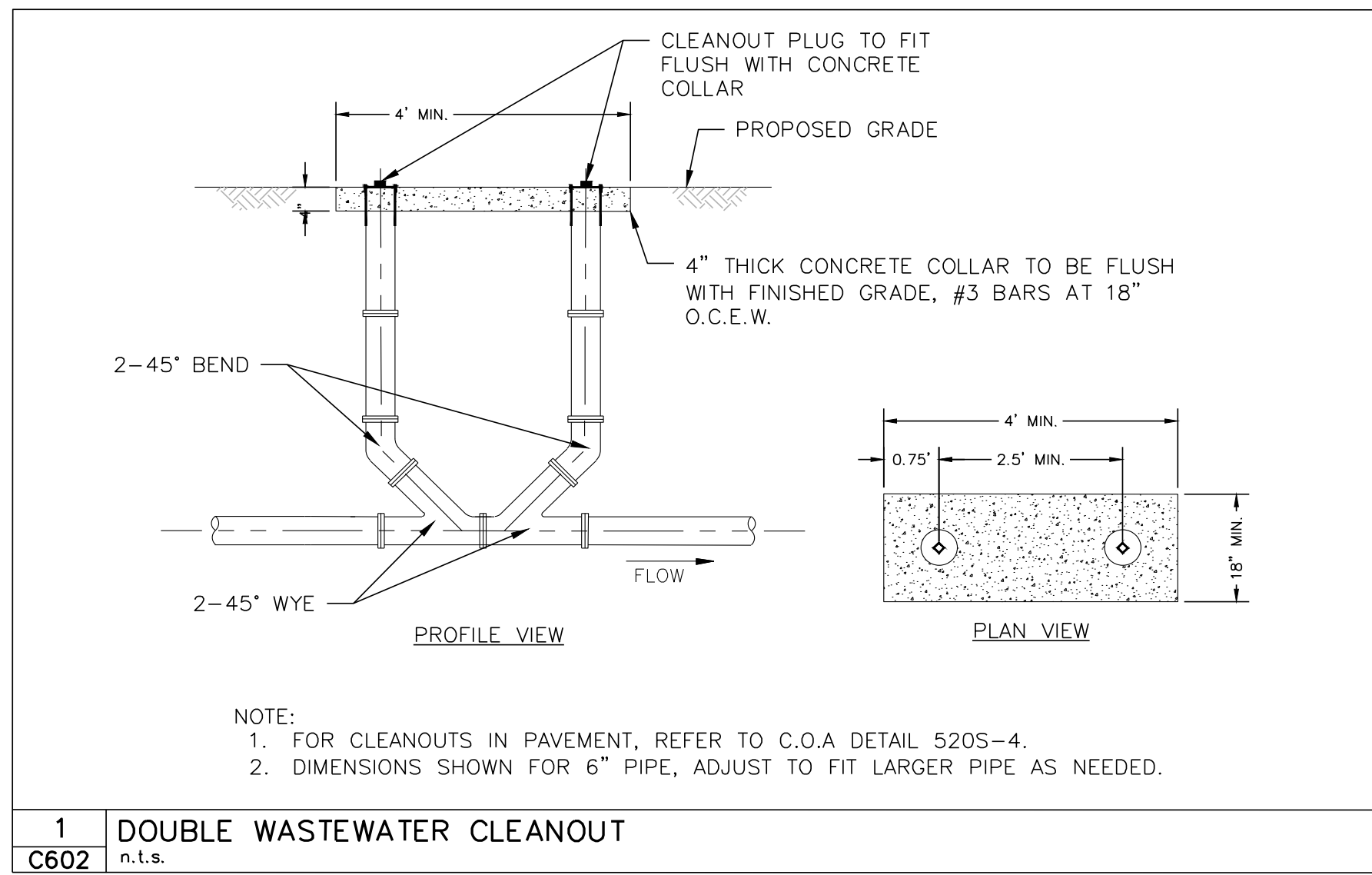
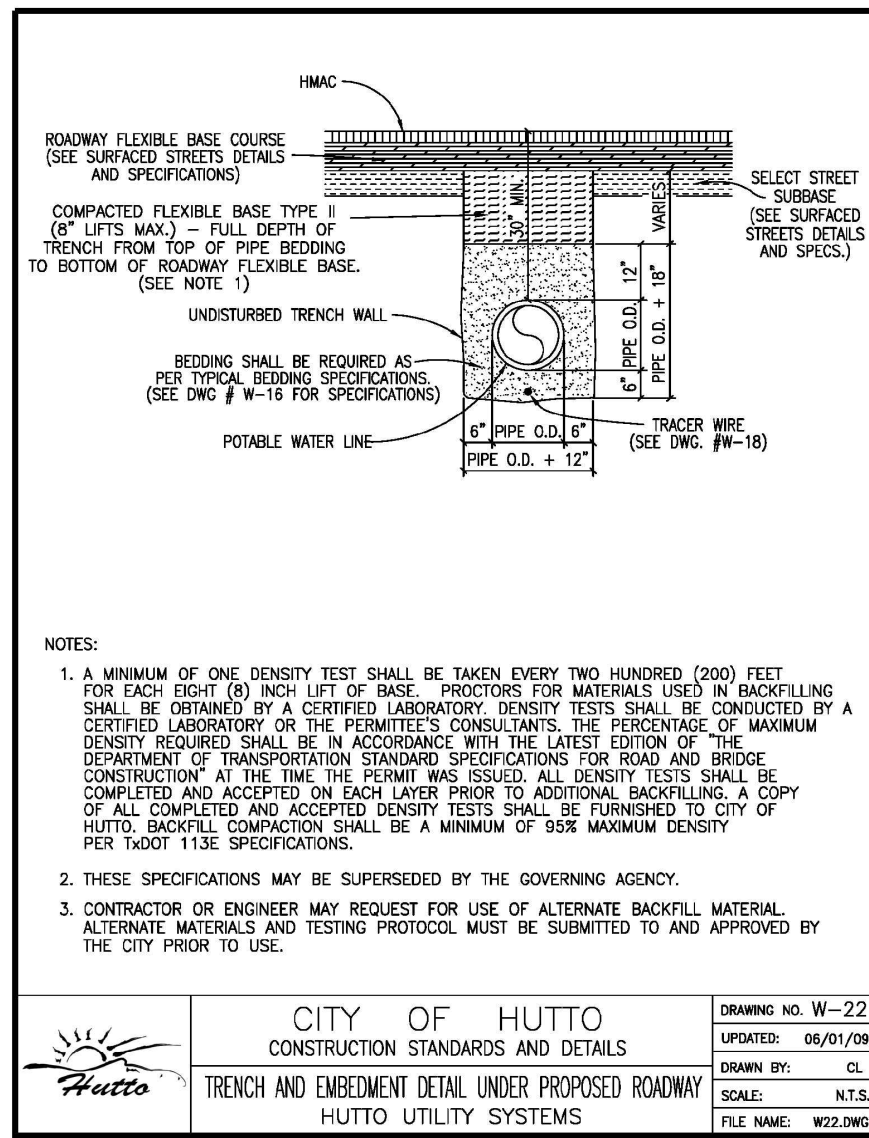
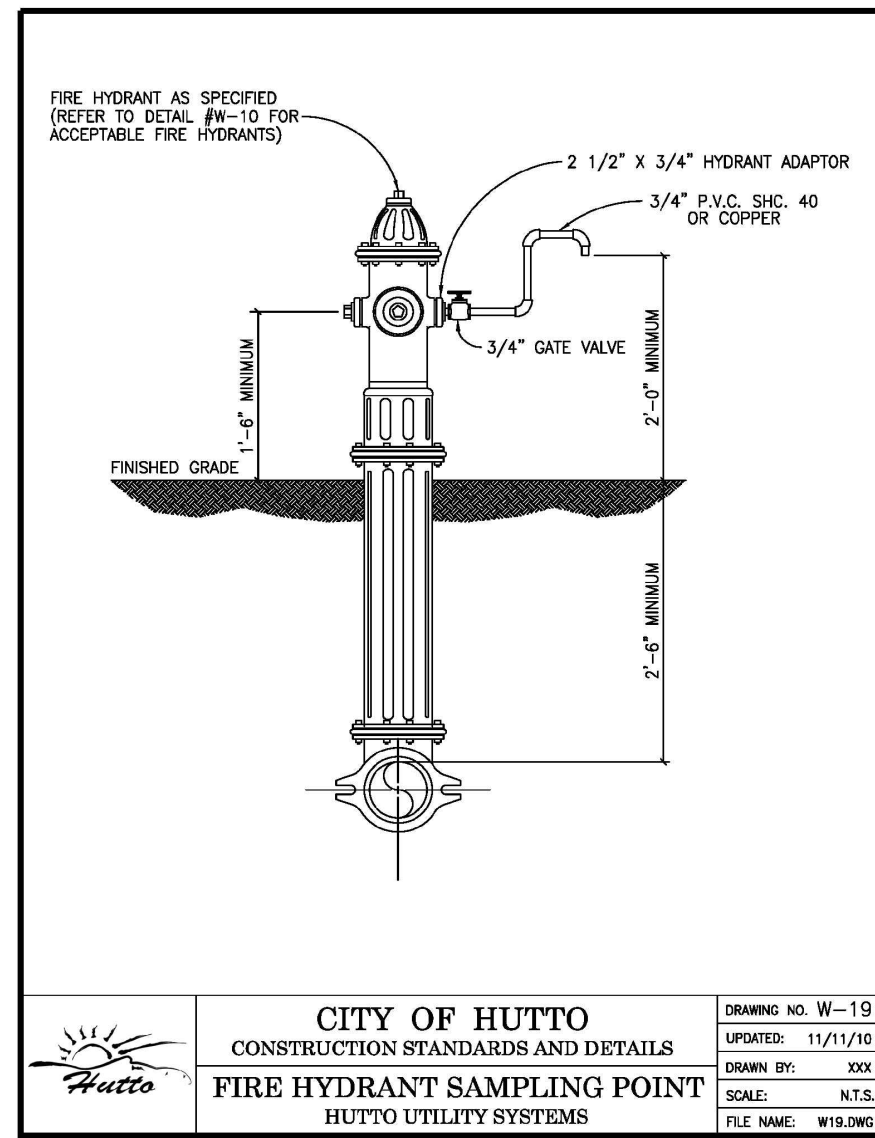
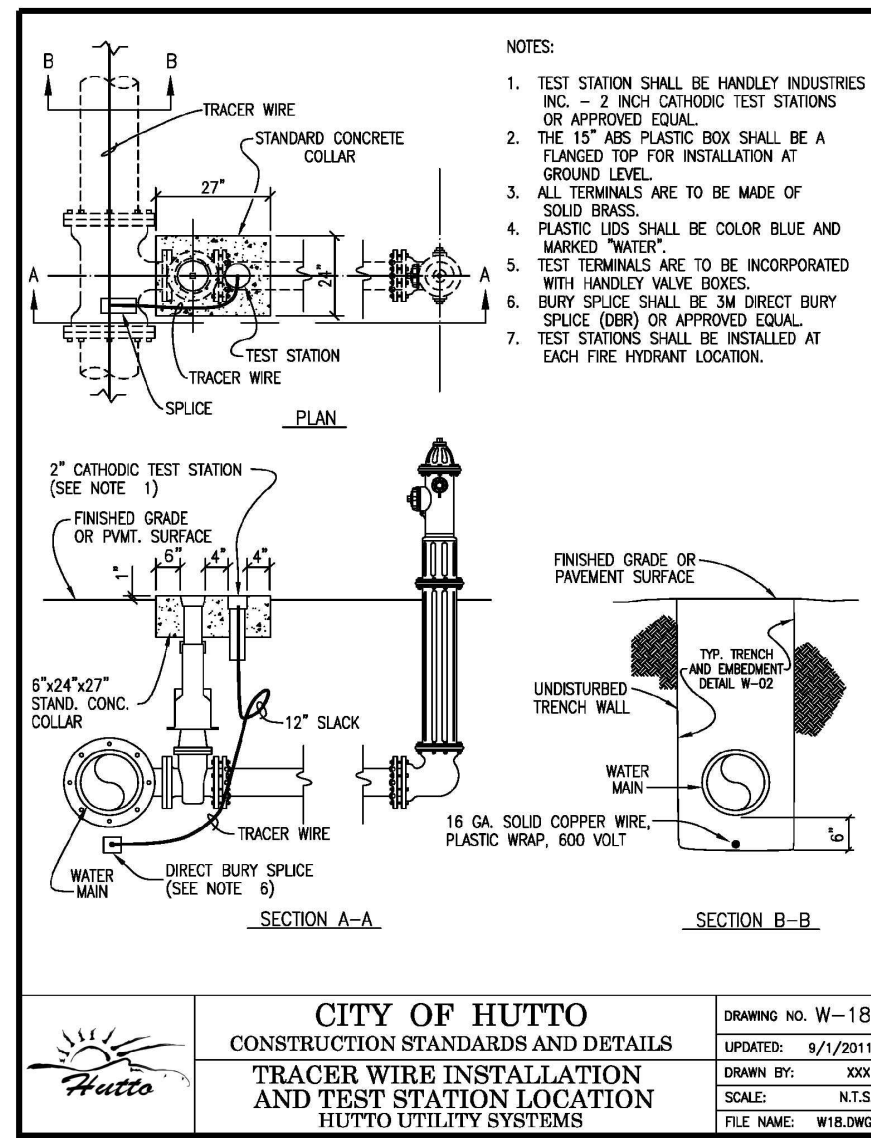
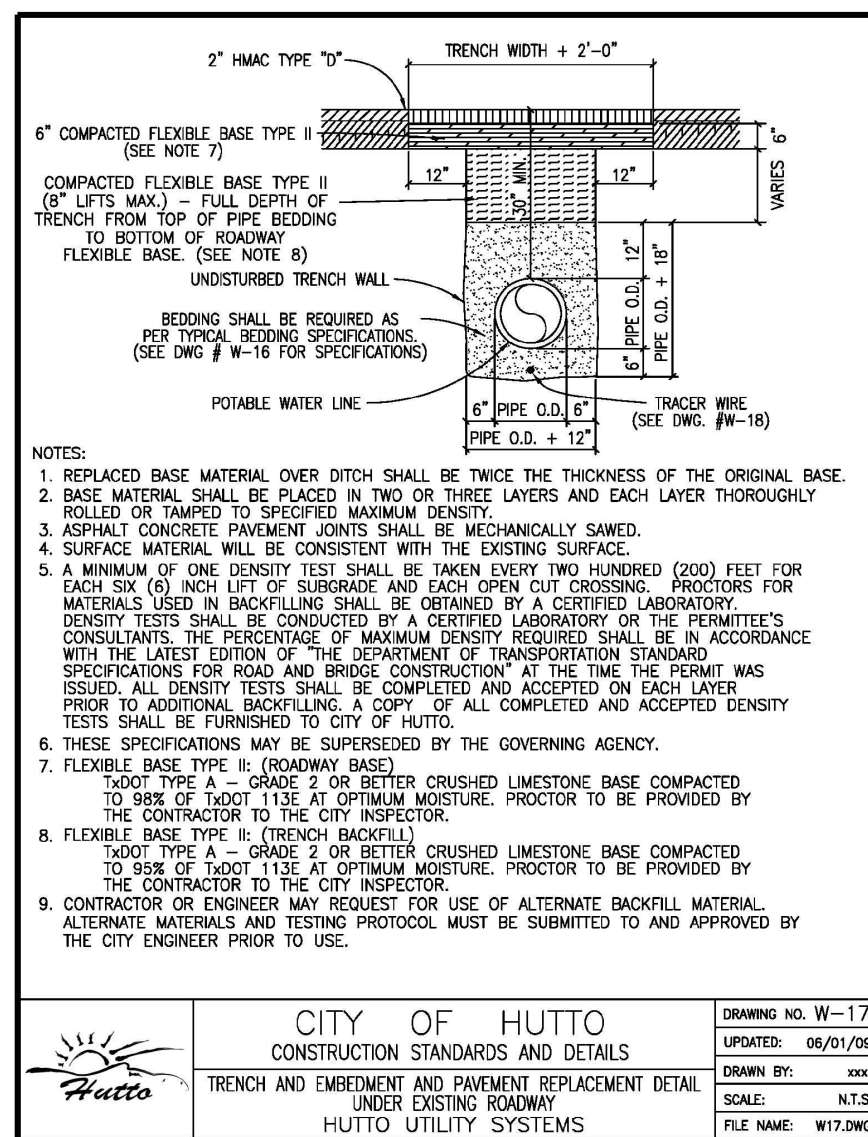
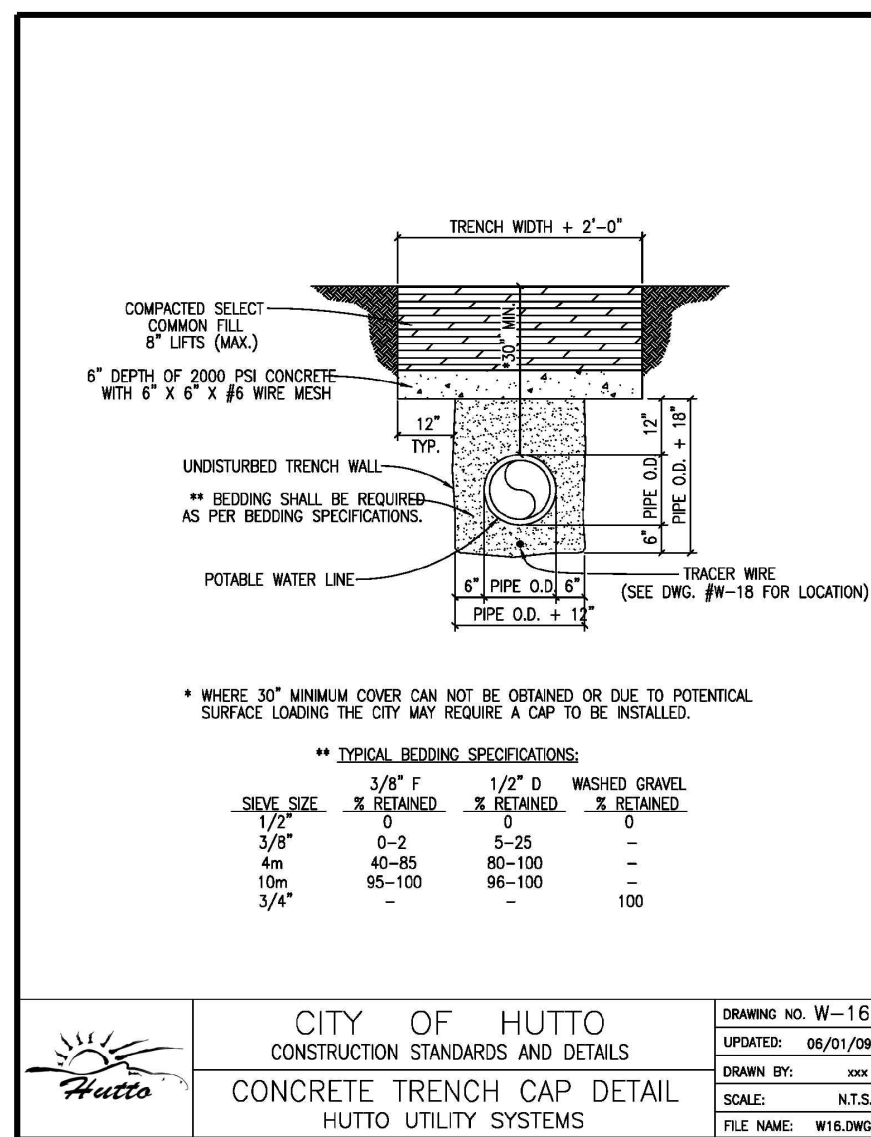
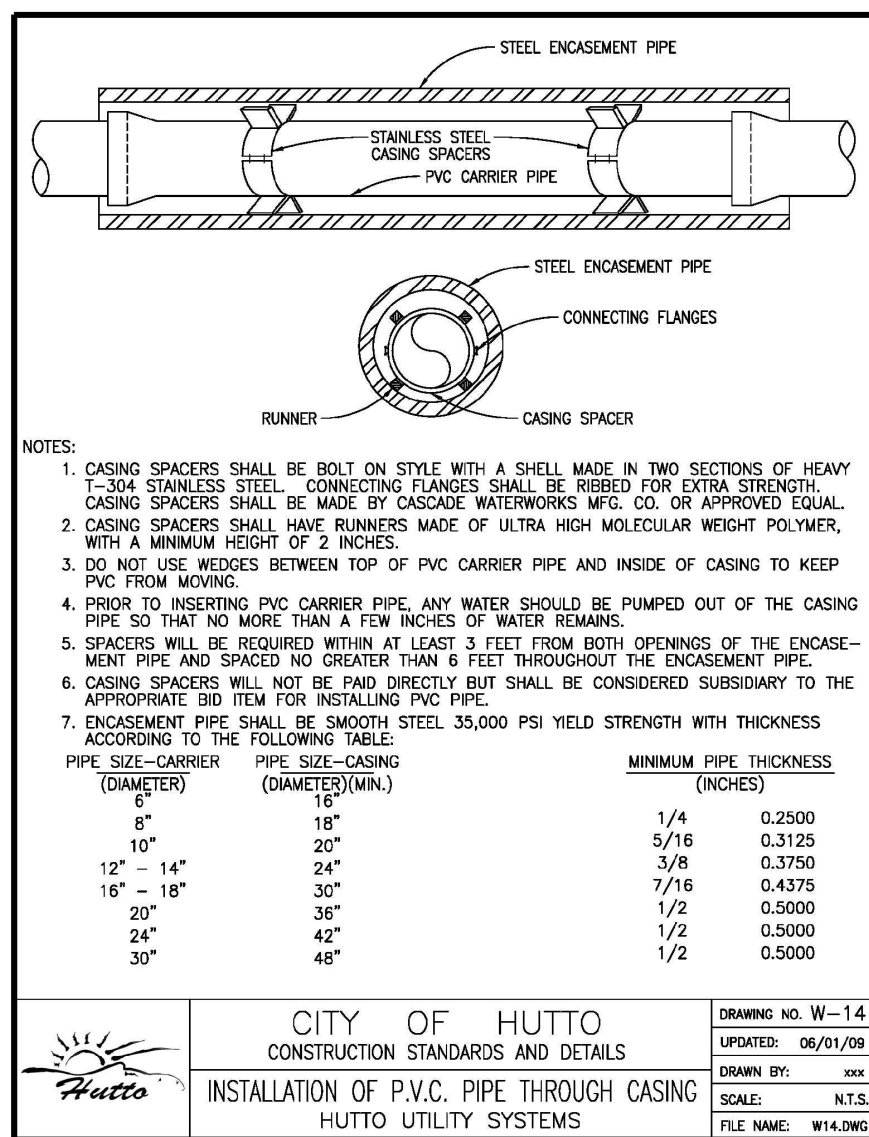
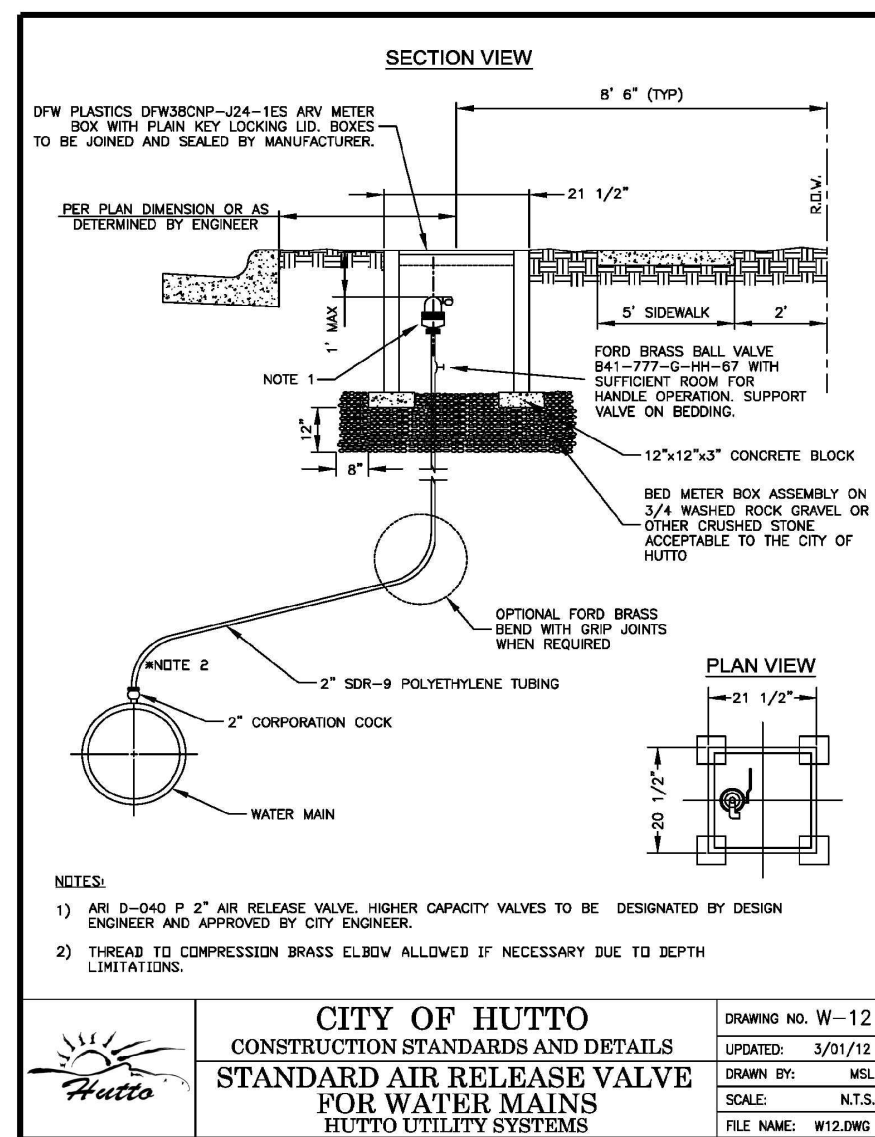
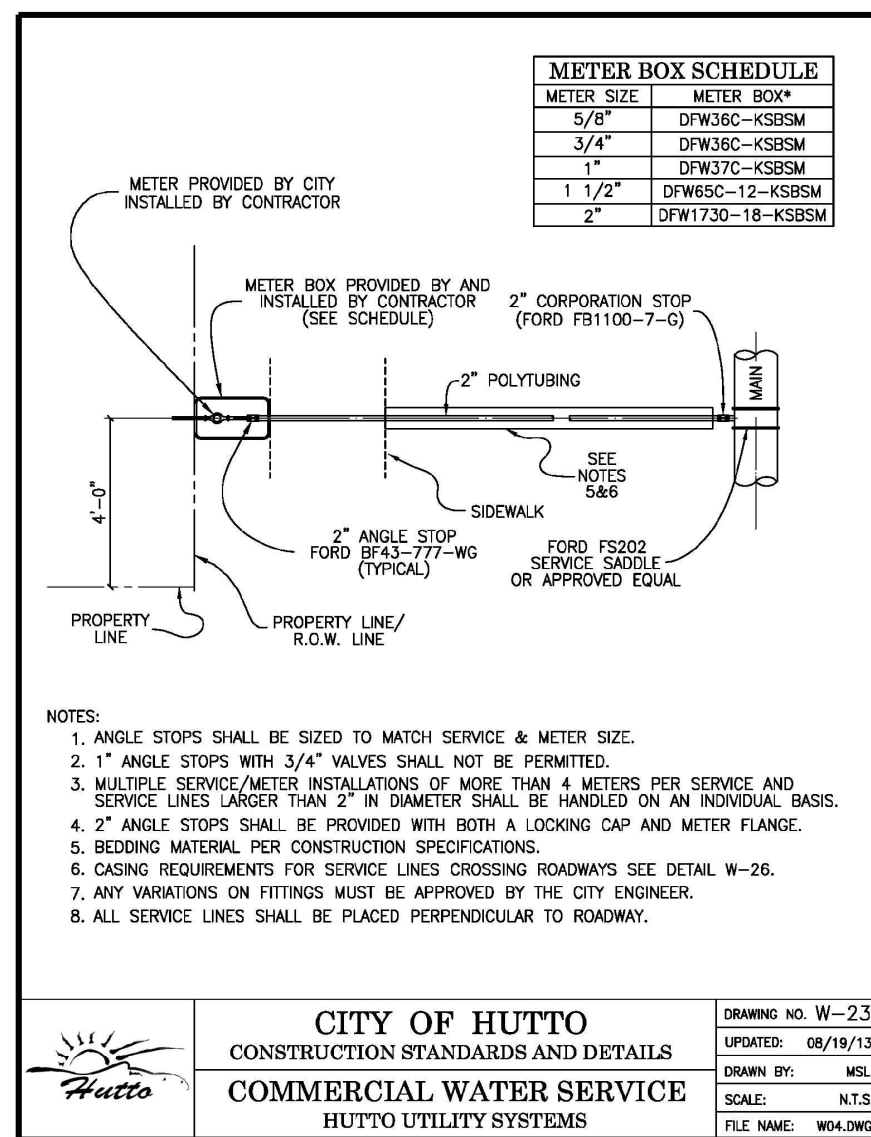
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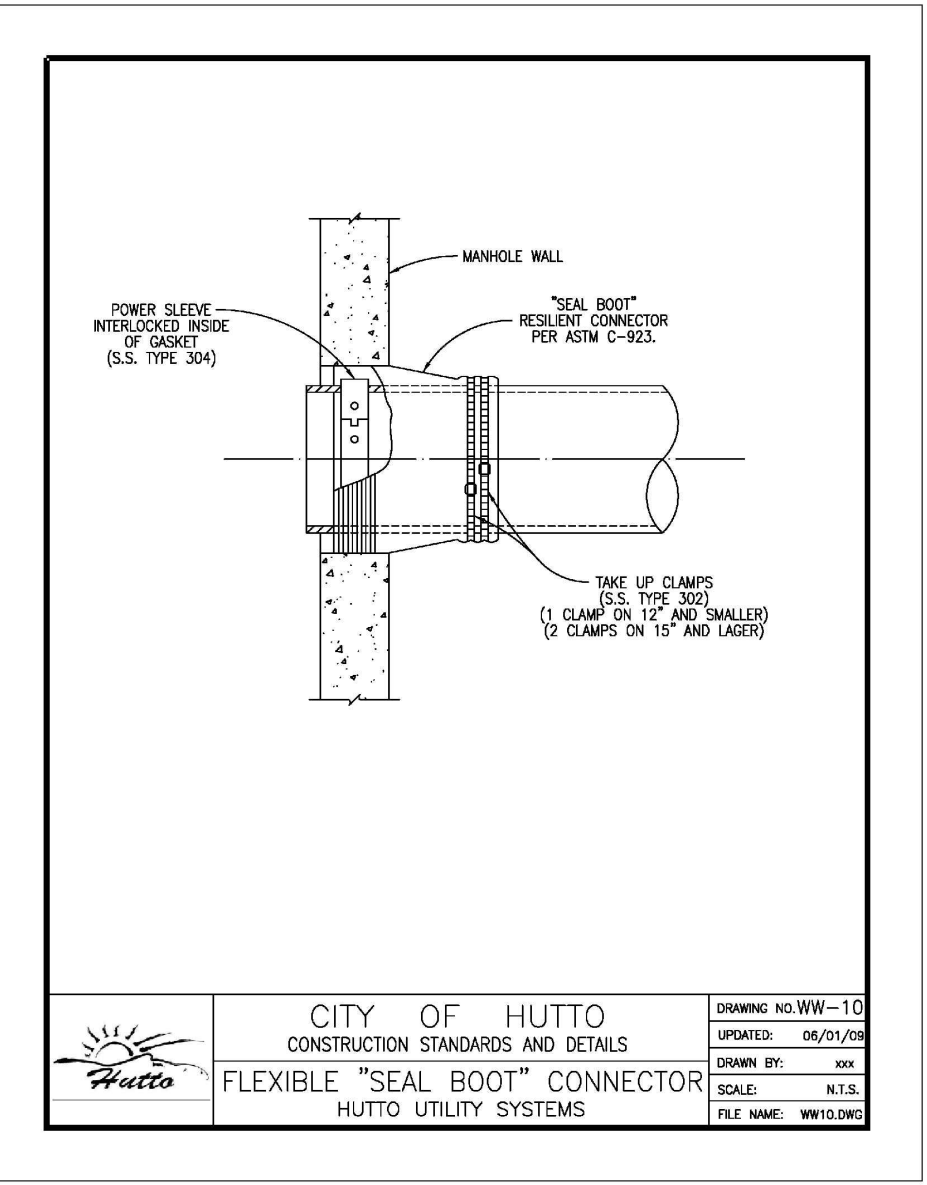
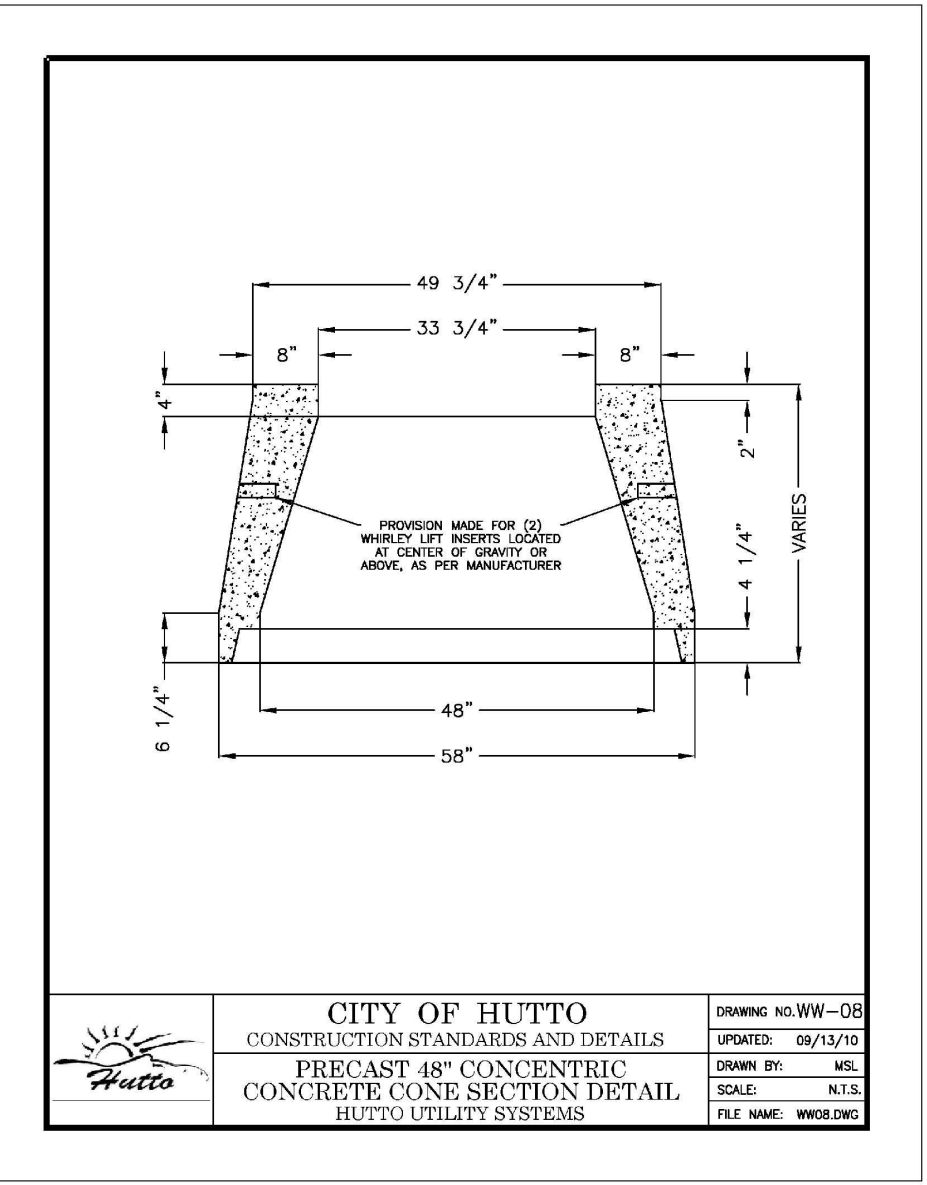
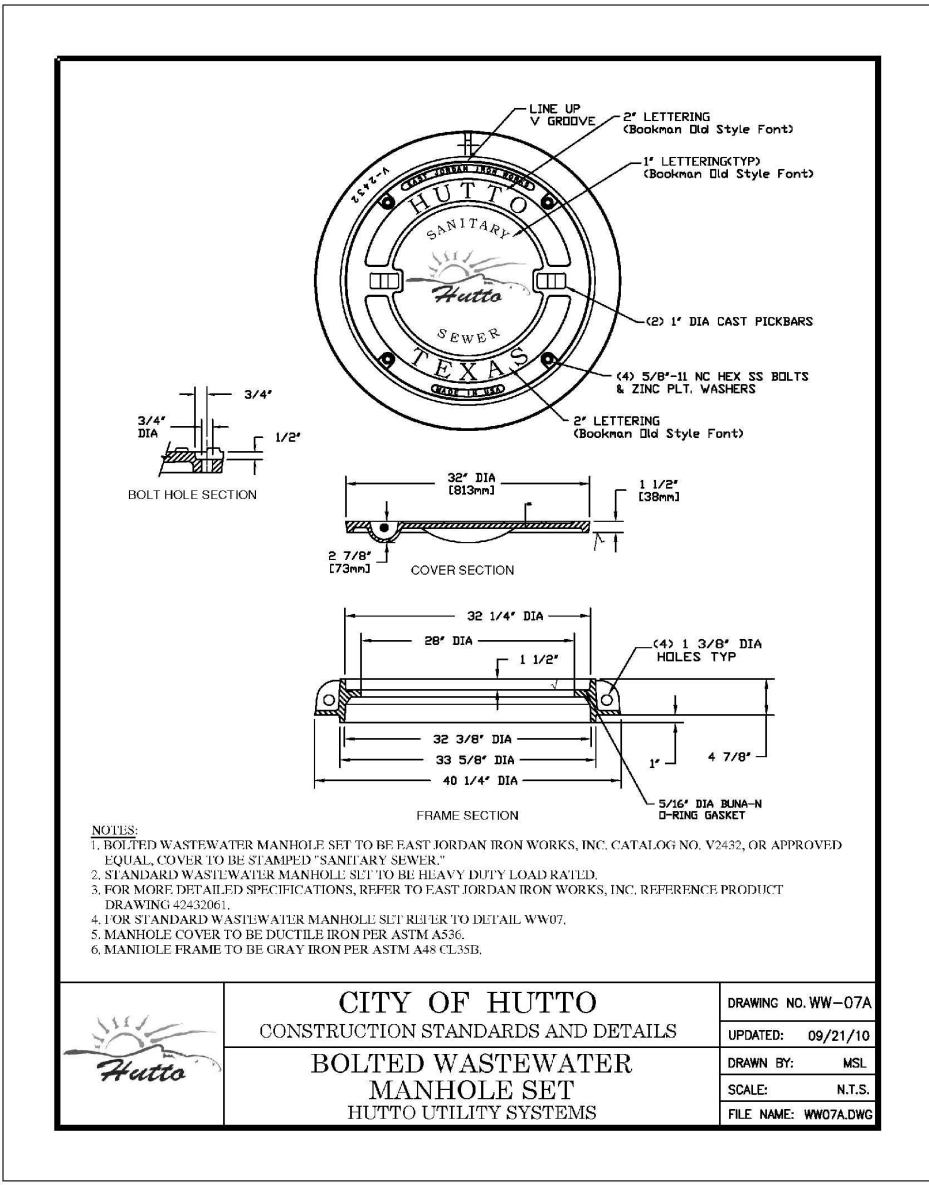
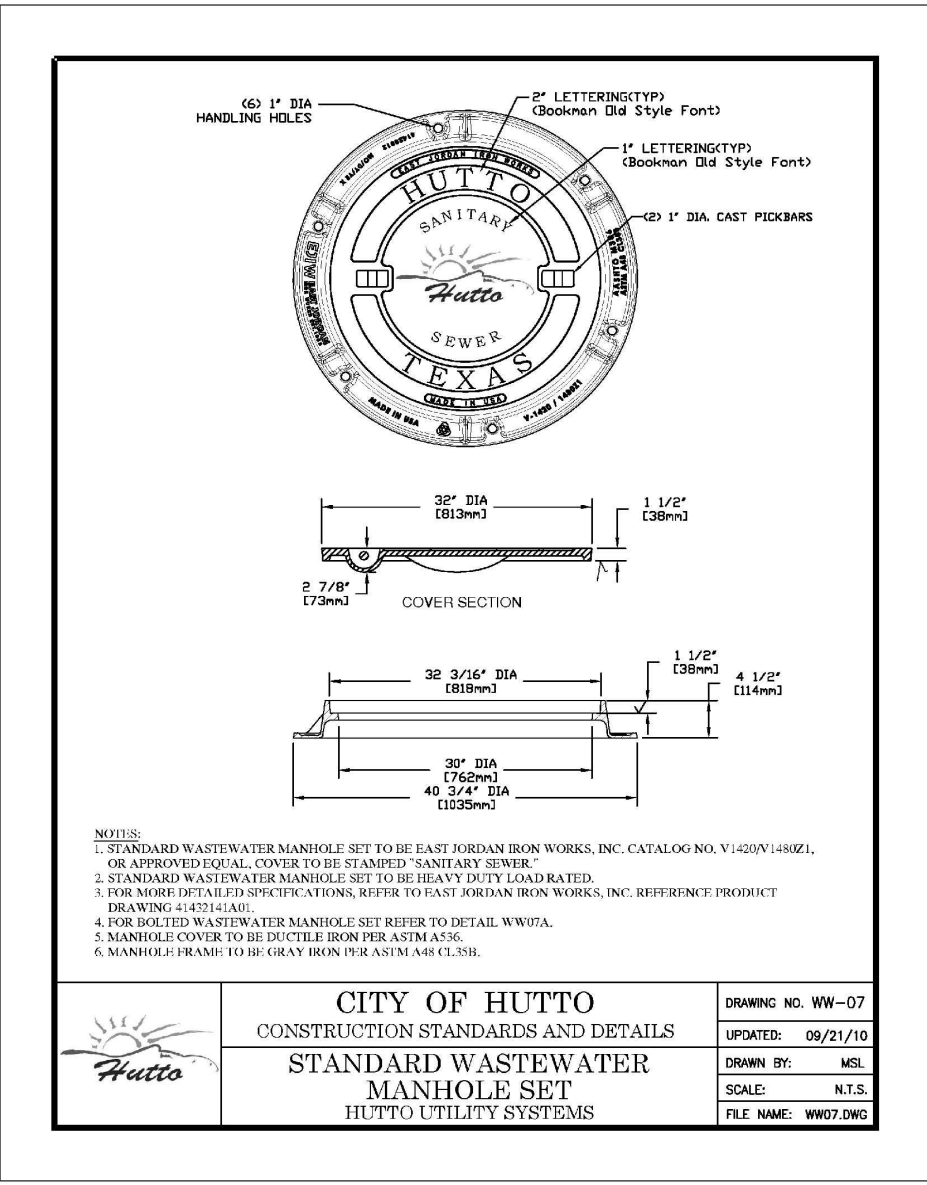
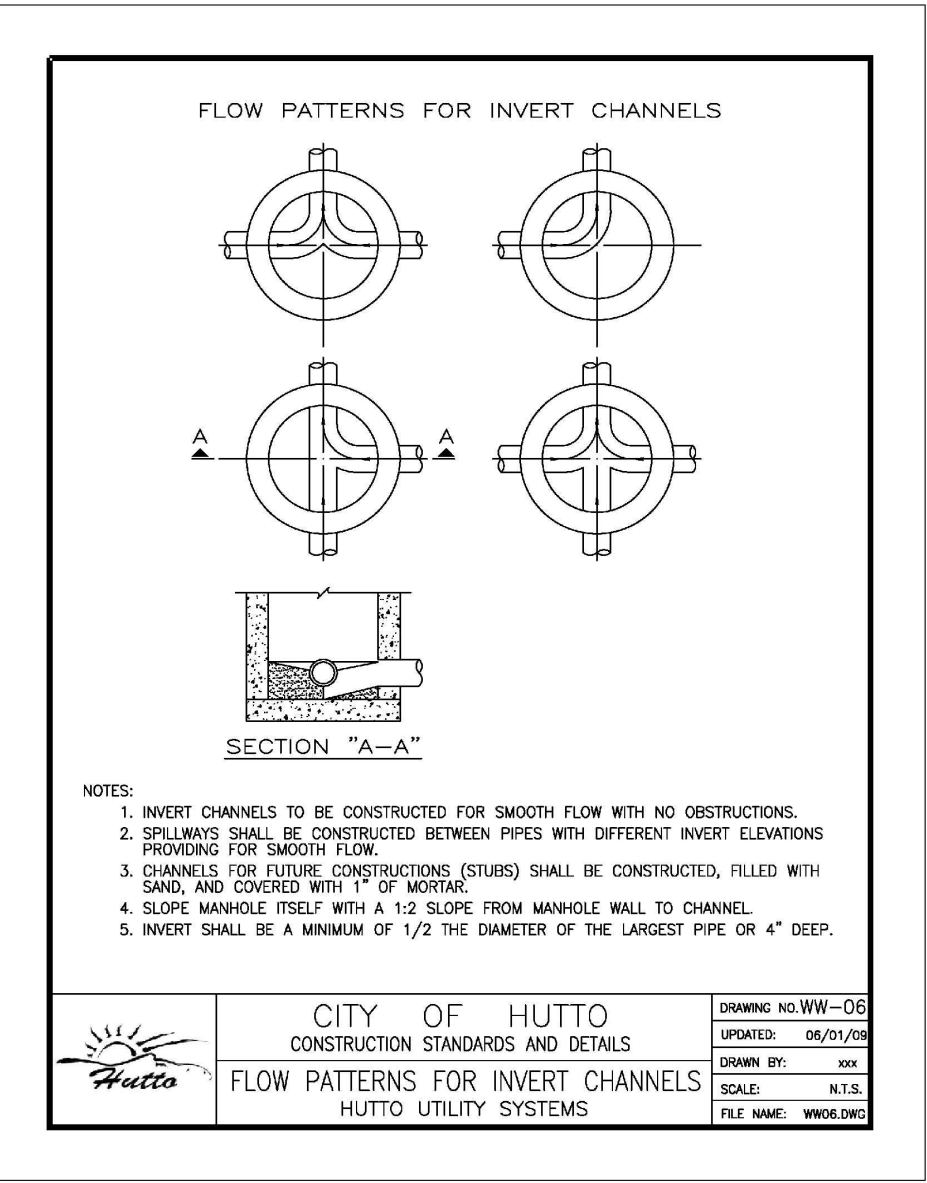
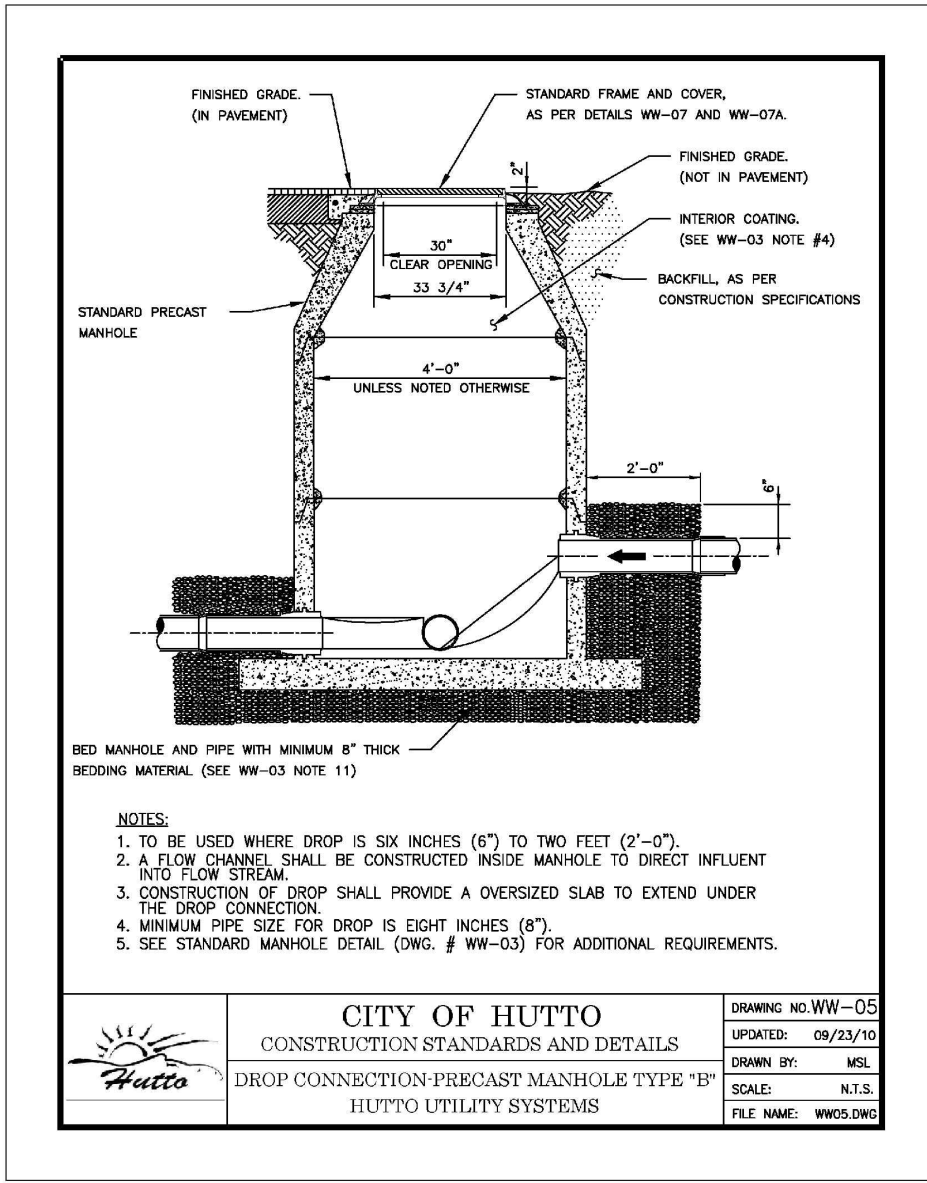
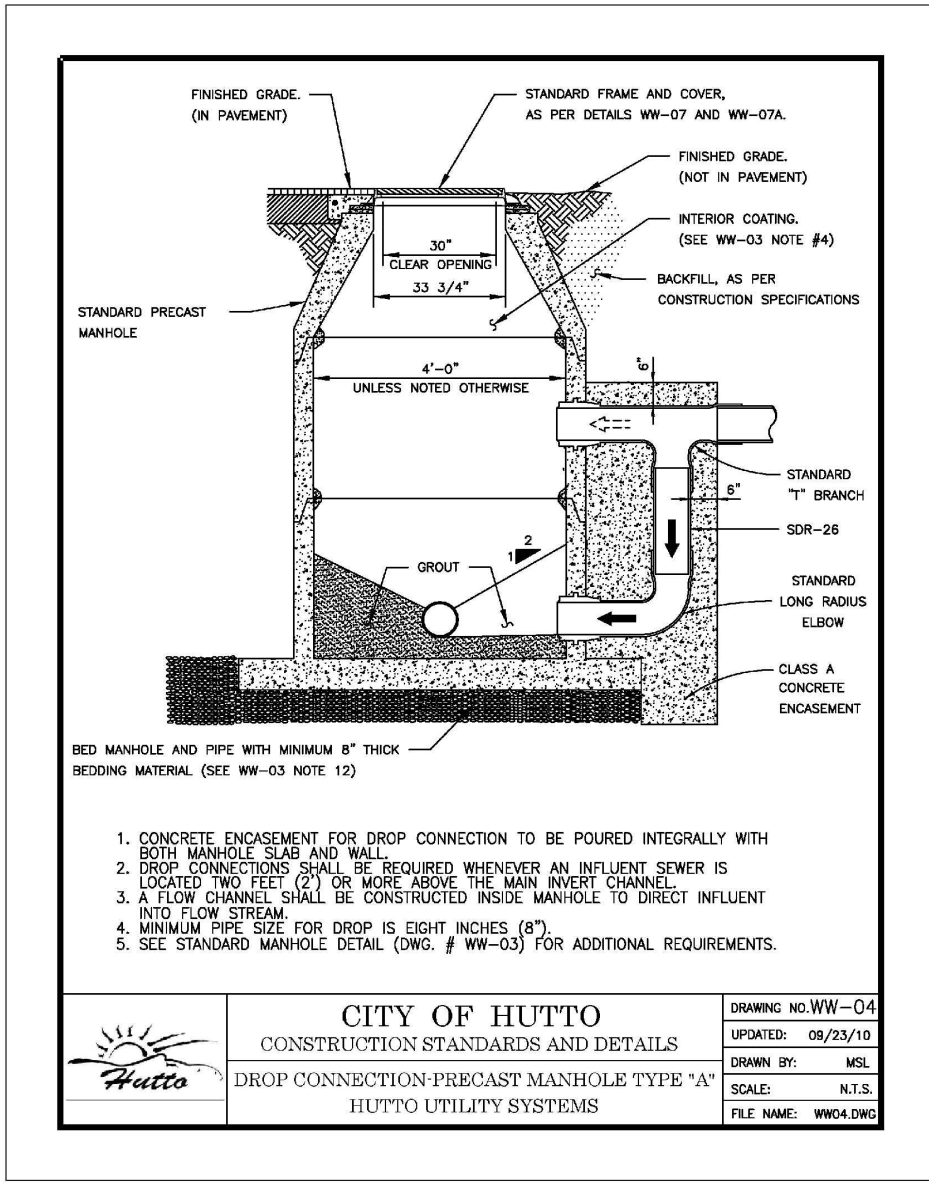
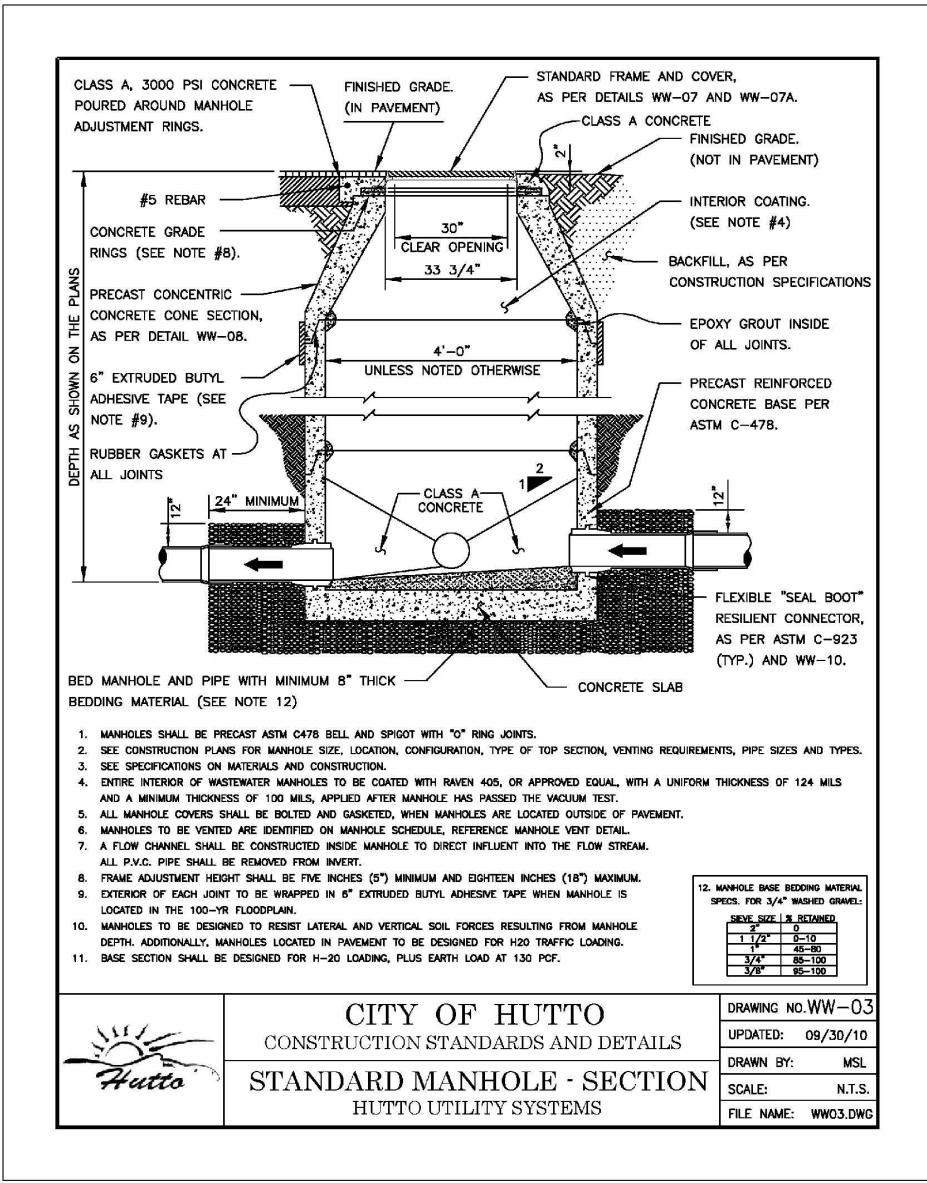
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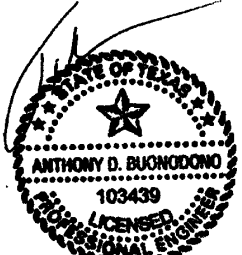
PLAN - SINGLE TRUNK PLAN - MULTI-TRUNK

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09/13/2017



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P: 512.453.0767
F: 512.453.1734

TBAE FIRM REGISTRATION NO.: 1452
TBE FIRM REGISTRATION NO.: F-1416
TBPLS FIRM REGISTRATION NO.: 10065600

NO.	DATE	DESCRIPTION	BY



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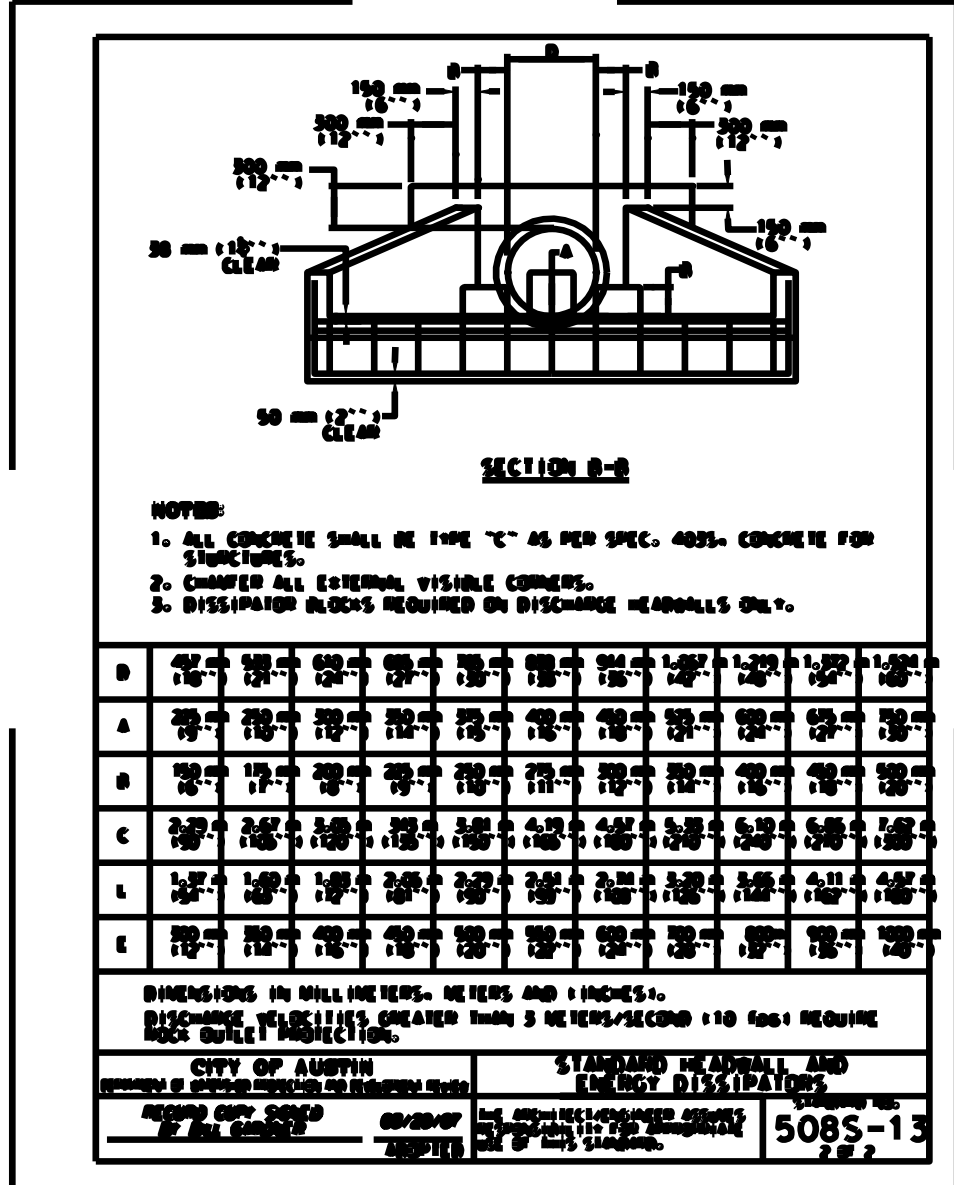
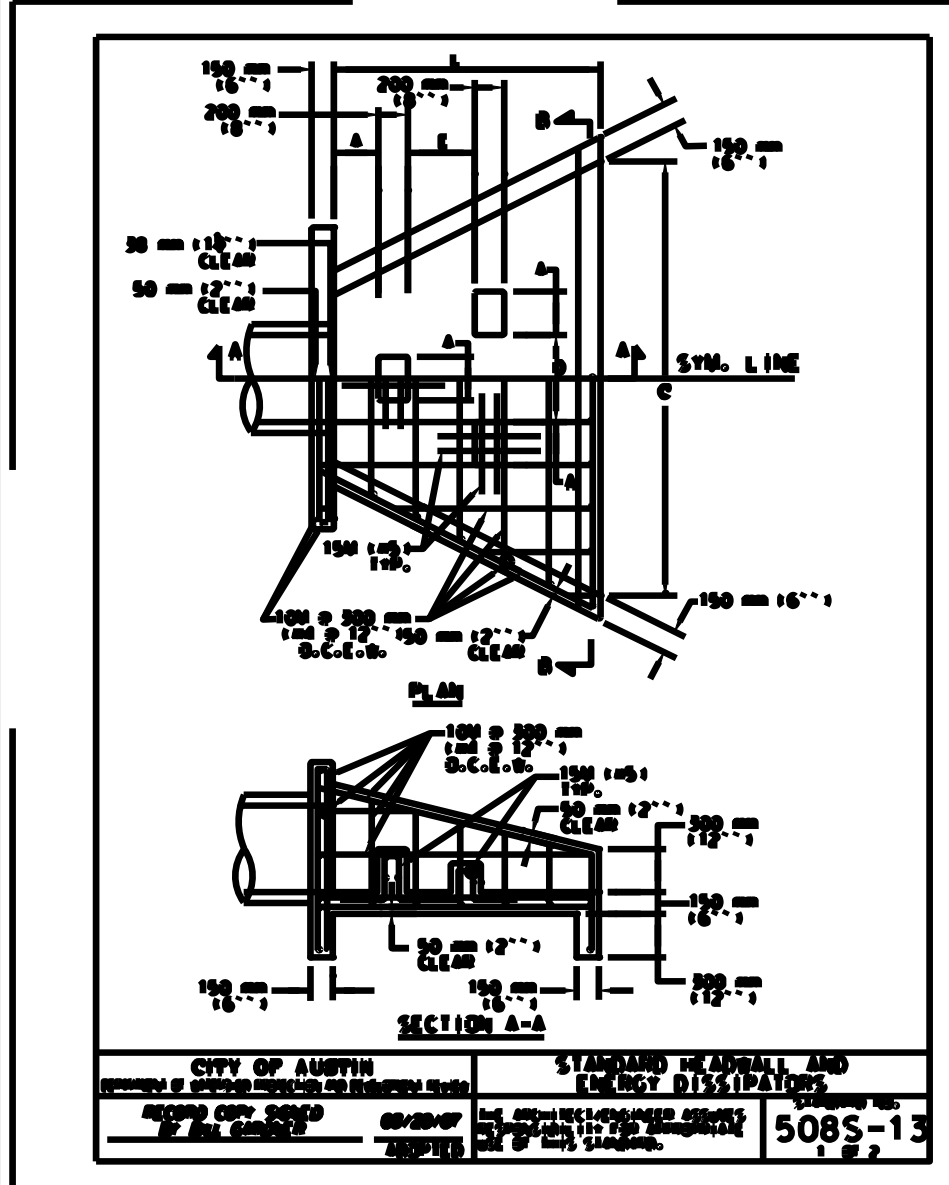
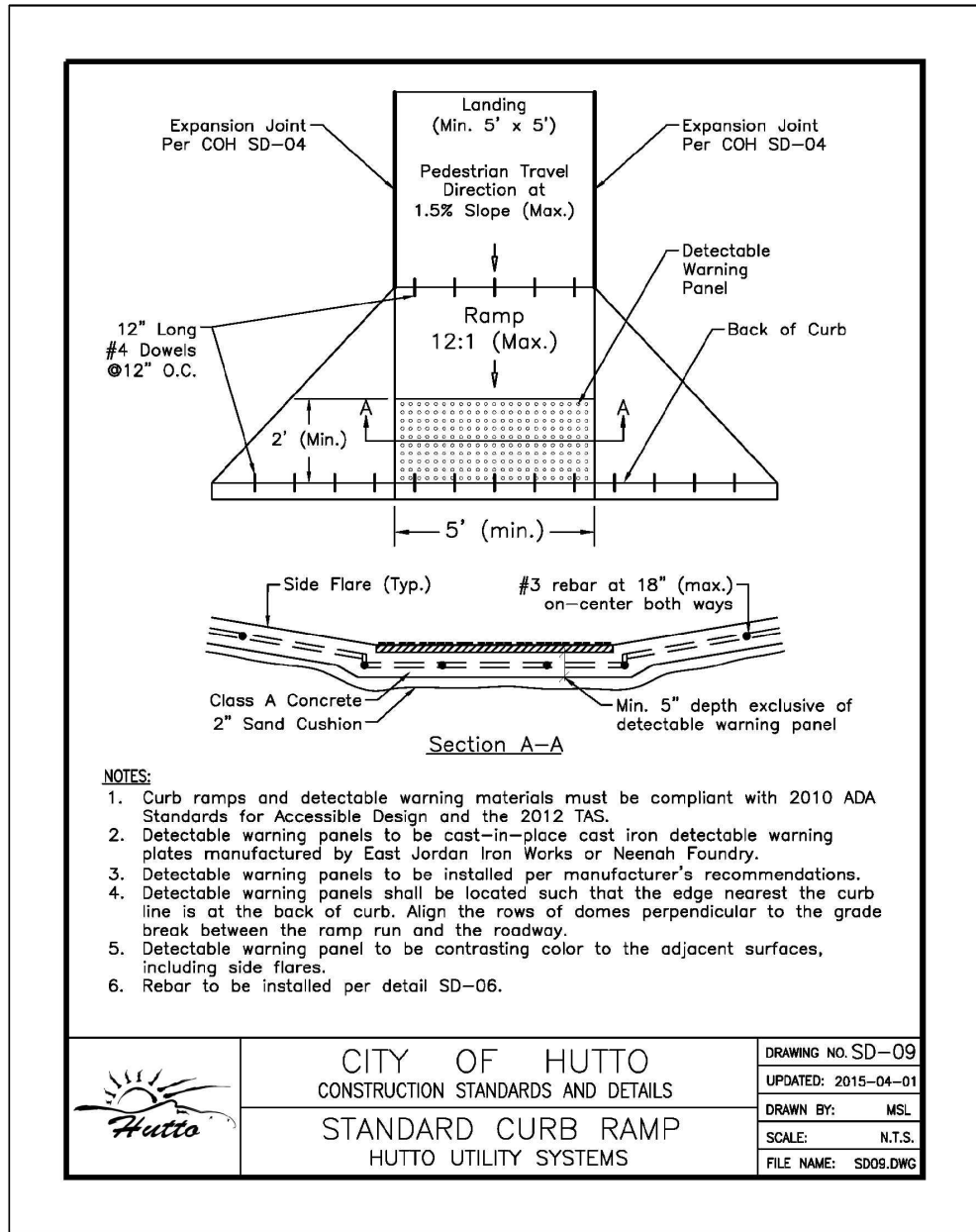
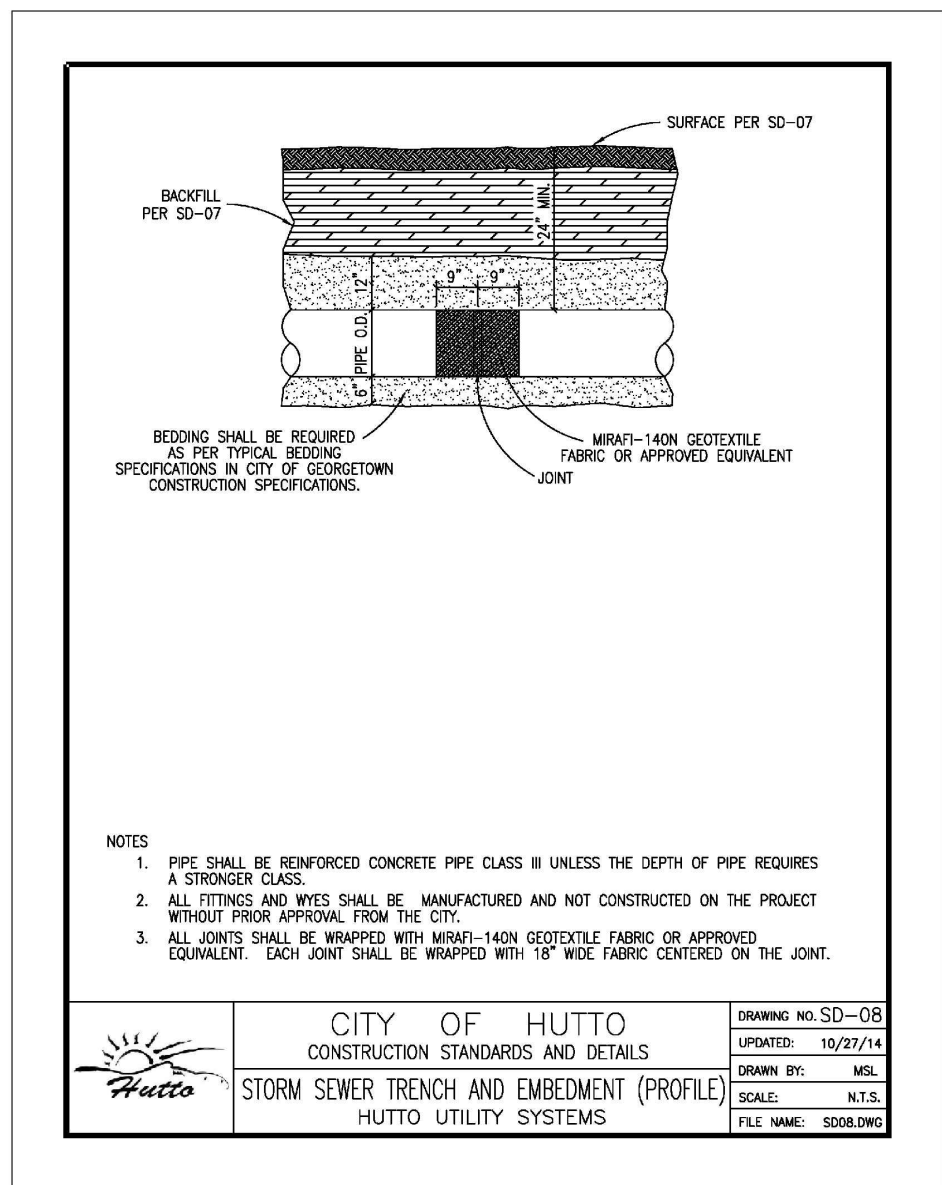
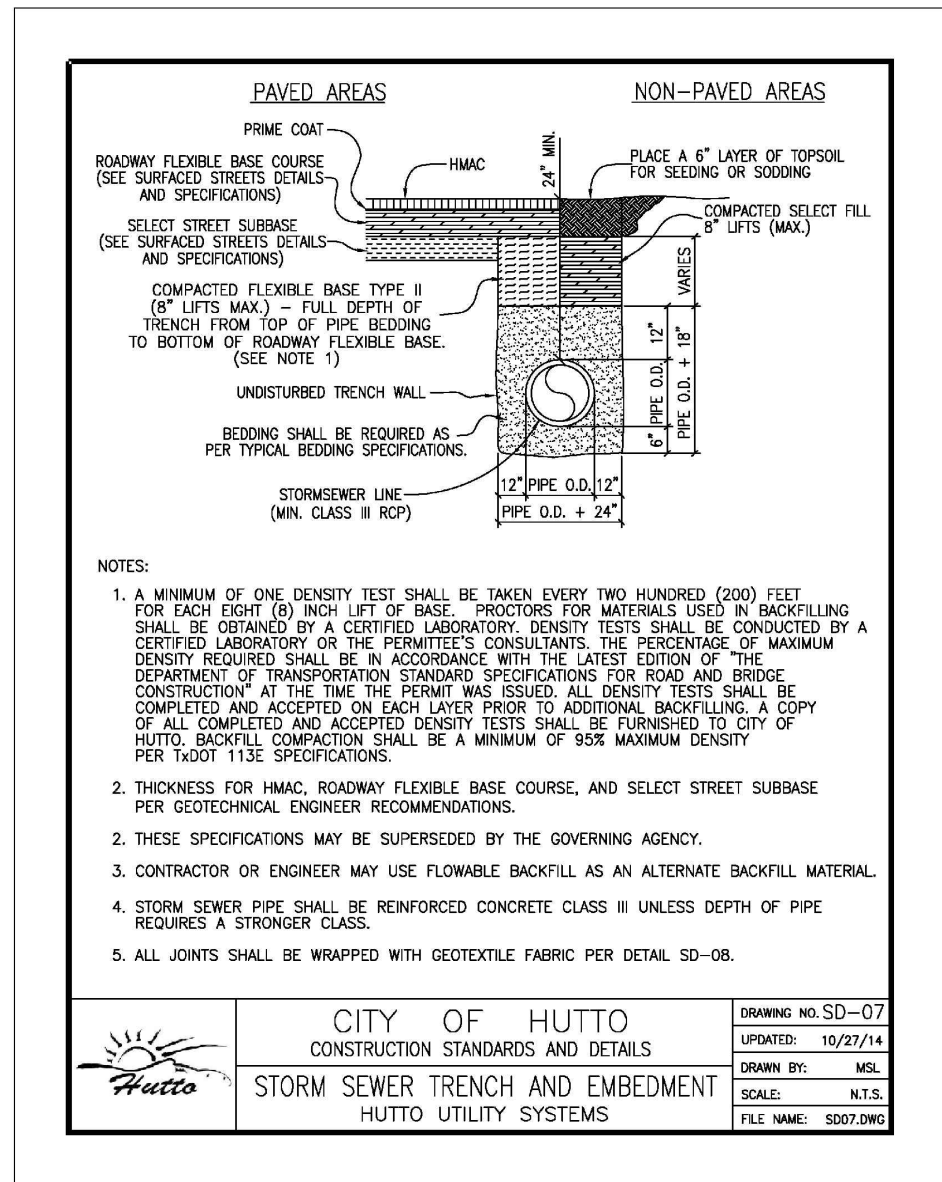
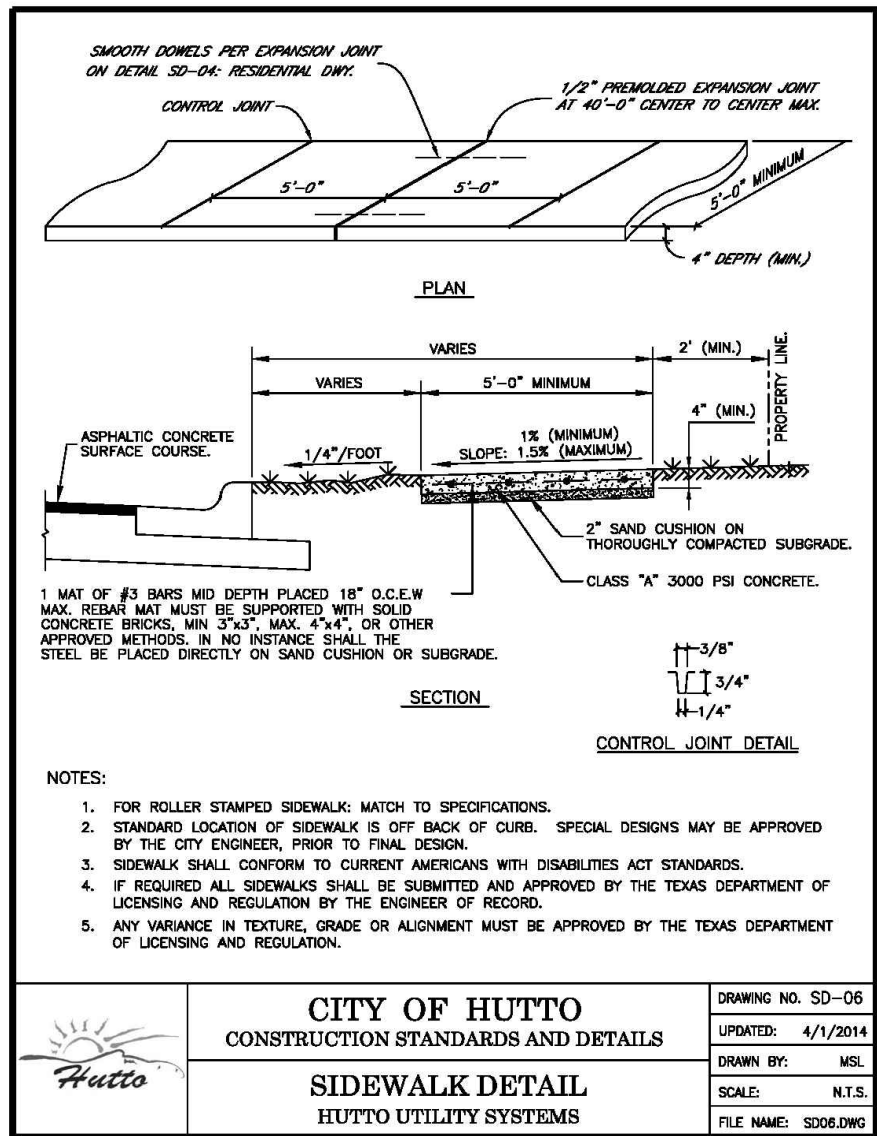
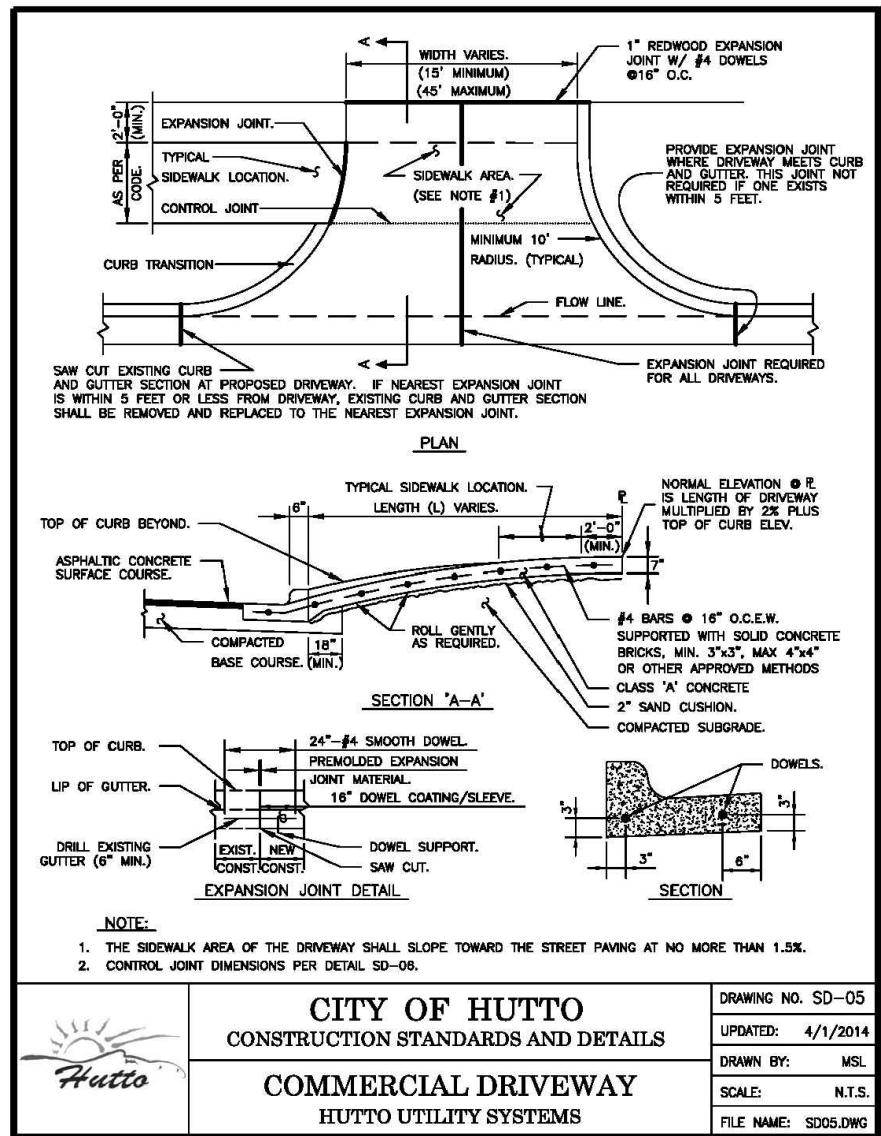
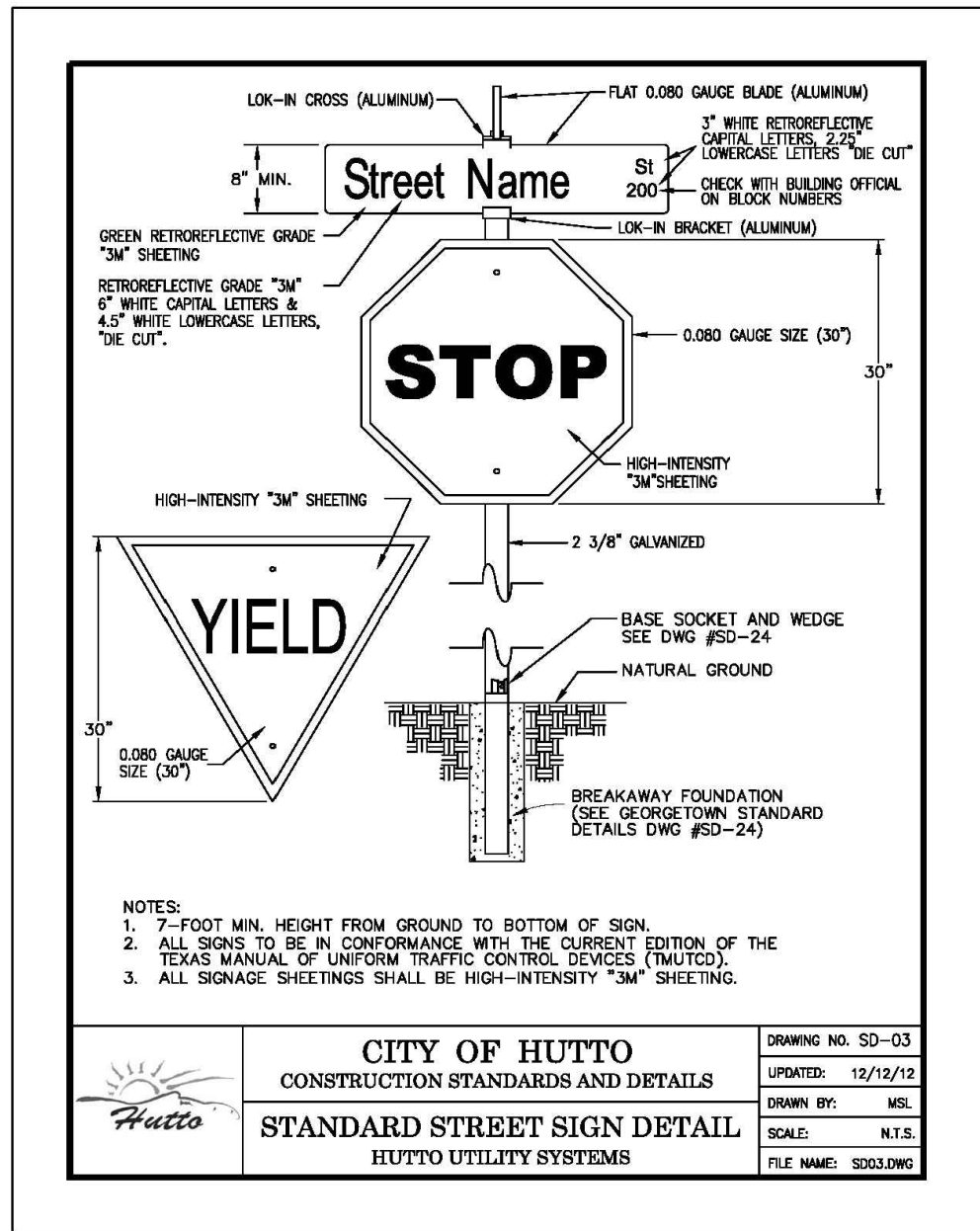
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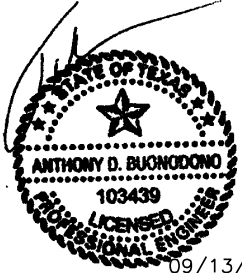
HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

PLOTTED: 9/13/2017
JOB NO: 580-01

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09/13/2017



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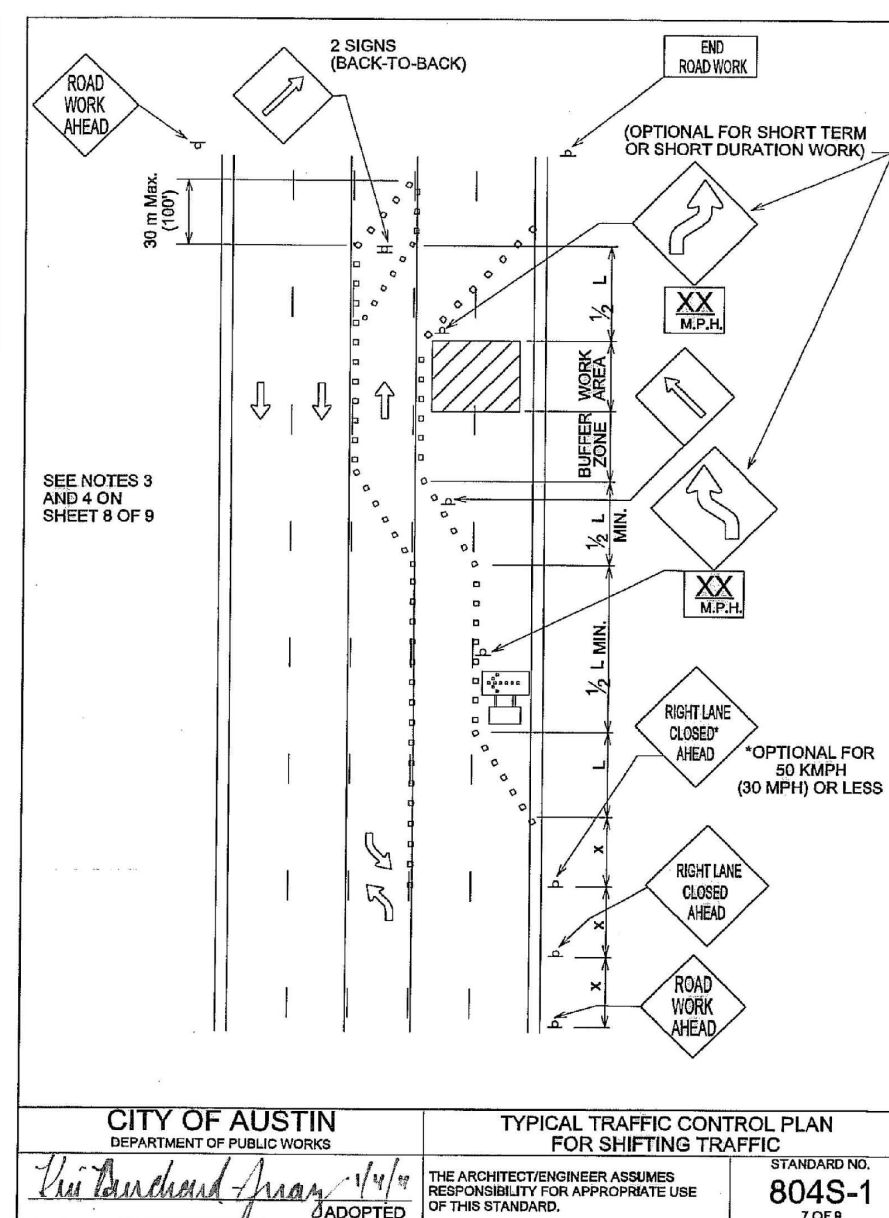
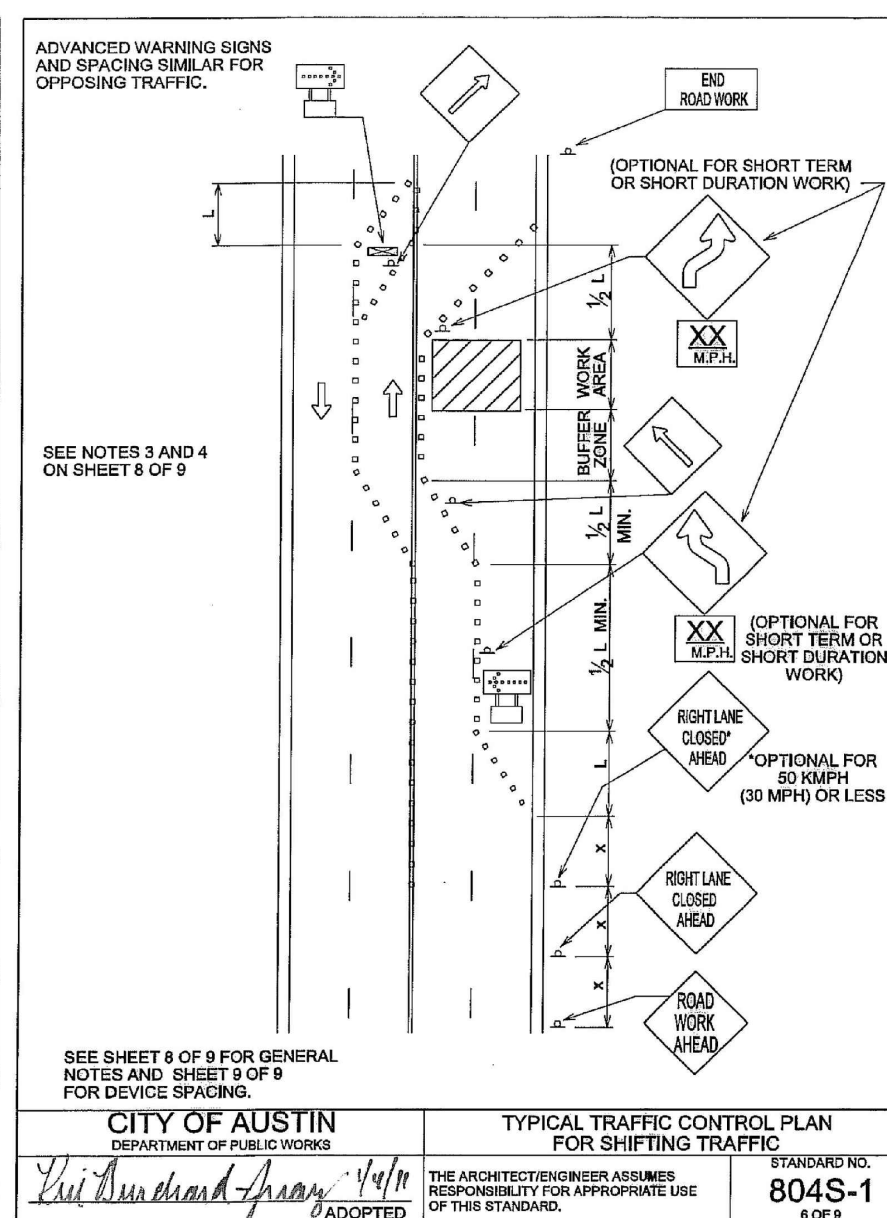
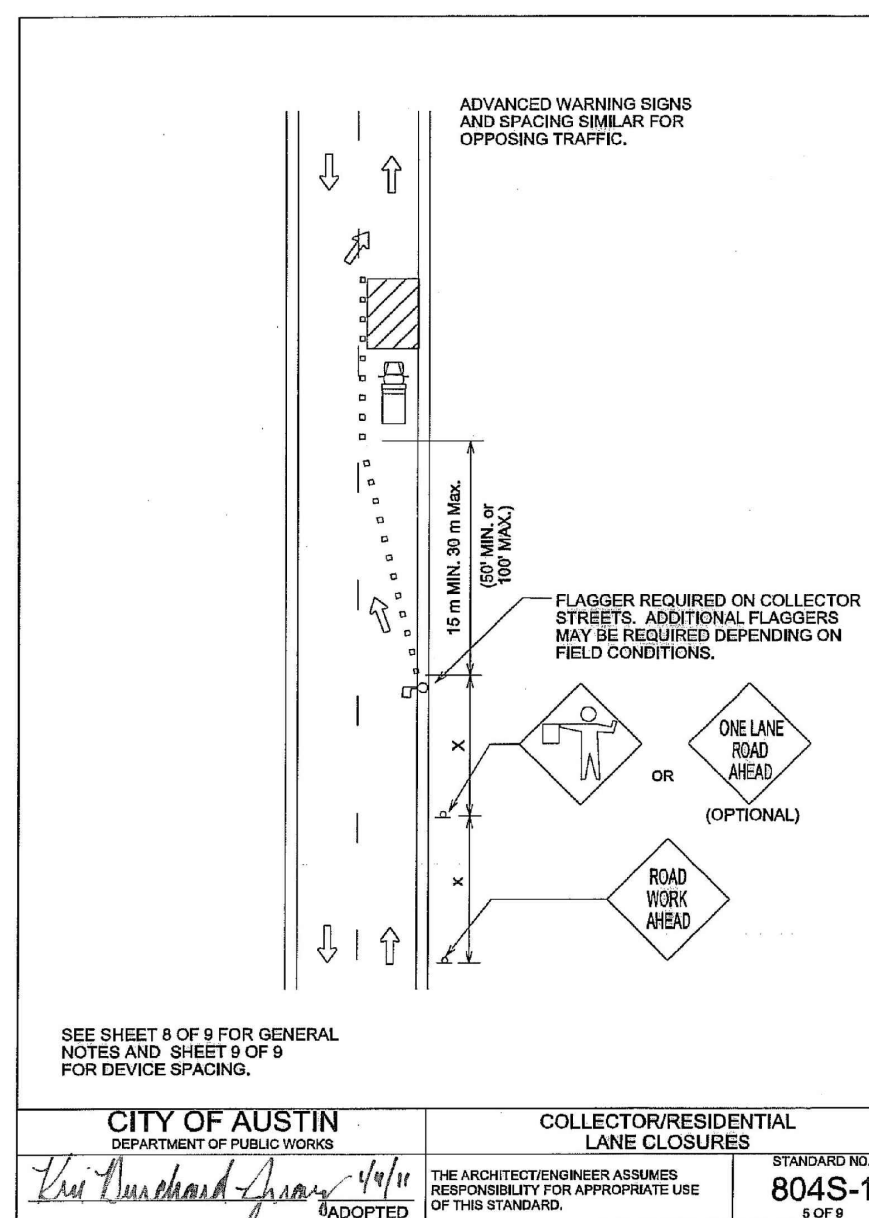
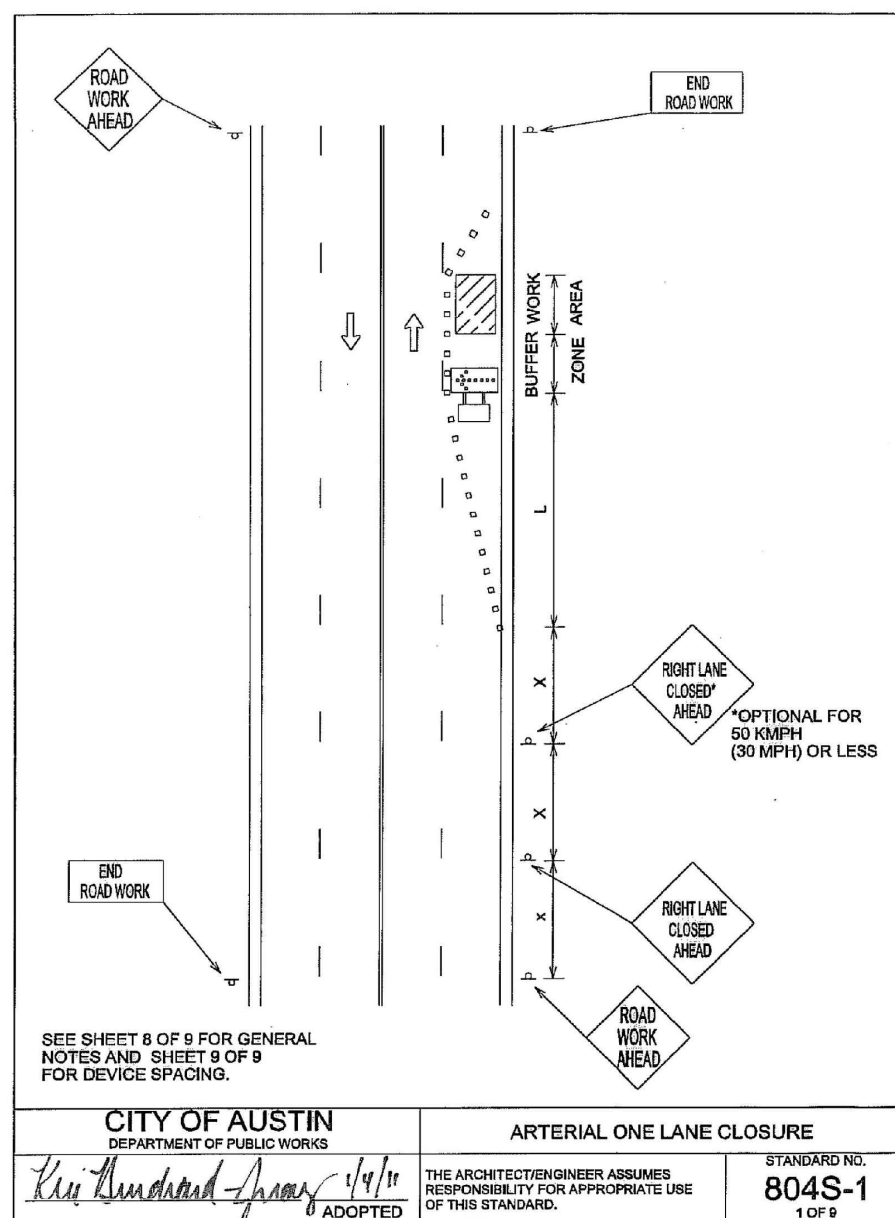
DETAILS

HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

PLOTTED: 9/13/2017
JOB NO: 580-01

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3. ALL SETUPS SHALL BE IN ACCORDANCE WITH THE CURRENT ADDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE CITY OF AUSTIN STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL DEVICES.
4. TO DETERMINE APPROPRIATE DEVICES AND SIGN SIZES TO BE USED, REFER TO STANDARD 804-5.3, SHEETS 5.6 AND 7 OF 11.
5. IF THE PROJECT INVOLVES A SITUATION THAT IS NOT FEASIBLE TO REMOVE AND RESTORE PAVEMENT MARKINGS, THE CHANNELIZATION MUST BE MADE DOMINANT BY USING THE FOLLOWING: A. ADVANCE WARNING SIGNS; B. ADVISORY SPEED SIGNS; C. CONFLICTING INFORMATION, SUCH AS WHERE TRAFFIC IS DIRECTED OVER A DOUBLE YELLOW CENTERLINE. IN SUCH LOCATIONS, A MAXIMUM CHANNELIZING DEVICE SHALL BE USED TO INDICATE THE CORRECT TRAVEL DIRECTION.
6. FOR LONG TERM STATIONARY WORK, ALL CONFLICTING PAVEMENT MARKINGS MUST BE REMOVED. TEMPORARY INTERMITTENT STRIPING PROVIDED WHERE TWO TRAFFIC LANE IS IN ADJACENT LANES.
7. FOR TEMPORARY PAVEMENT MARKING REQUIREMENTS SEE STANDARD 804-5.3.
8. FOR ONE-WAY AND MULTI-LANE ROADWAYS THE "LANE BOLDING" SIGN MAY BE USED IF THE LANE BOLDING SIGN IS USED IN CONJUNCTION WITH THE "LANE CLOSED" SIGN. THE SIGN SHALL NOT BE GREATER THAN THE NUMBER OF LANES PRESENT ON THE ROADWAY. SEE SECTION 804-5.3 FOR LANE BOLDING REQUIREMENTS.
9. FOR FLAGGING OPERATION REQUIREMENTS SEE STANDARD 804-5.2.
10. CONTRACTOR SHALL PROVIDE SIDEWALK CLOSURES, CROSSWALK CLOSURES OR WALKWAY BYPASS WHEREVER PEDESTRIAN MOVEMENTS ARE AFFECTED BY THE CONSTRUCTION ACTIVITIES. THE BYPASS MUST BE EASILY ACCESSIBLE WHEN THE BYPASS IS NOT WORKING UNLESS APPROVED BY THE TRANSPORTATION DEPARTMENT.
11. FOR EXCAVATION PROTECTION AND SAFETY FENCE REQUIREMENTS SEE STANDARD 804-5.4.
12. THE USE OF ARROW DISPLAYS ARE REQUIRED ON ALL LANE CLOSURES. THE CONTRACTOR SHALL PROVIDE ONE (1) STAND-UP SIGN IN GOOD WORKING CONDITION FOR EACH ROADWAY. THE USE OF THE OPERATION REQUIRED 224 HOUR A DAY LANE CLOSURE SET-UPS.

**Typical Transition Lengths and
Suggested Minimum Spacing of Devices**

		Formula	Minimum Destrable Taper Length (L) Meters (Feet)			Suggested Max Device Spacing		Suggested Sign Spacing Meters (Feet)	
Speed KM/PH	Posted Speed MPH		3.0(10) Offset Meters (feet)	1.5(5) Offset Meters (feet)	0.6(2) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	"X" Dimension	
50	30	L=WS ² 60	65 (215)	40 (132)	10 (33)	9 (30)	15-20 (50-65)	40	(132)
55	35		65 (215)	225 (739)	75 (245)	25-25 (82-82)	70-90 (230-295)	50	(165)
65	40		130 (427)	165 (541)	185 (607)	30-35 (98-115)	80-100 (263-328)	75	(245)
70	45	L=WS ²	130 (427)	165 (541)	185 (607)	30-35 (98-115)	80-100 (263-328)	100	(328)
80	50		155 (508)	200 (656)	220 (723)	35-40 (115-132)	100-125 (328-409)	120	(400)
90	55		185 (607)	225 (739)	250 (820)	38-40 (125-132)	110-140 (360-457)	150	(500)
95	60	L=WS ²	190 (623)	230 (754)	255 (838)	40-45 (132-148)	120-150 (394-491)	180	(600)
105	65		215 (705)	255 (838)	275 (905)	42-45 (138-148)	130-165 (427-541)	210	(700)
115	70		215 (705)	275 (905)	295 (968)	45-55 (148-178)	140-175 (457-574)	240	(800)

LEGEND

☐ Channelizing devices

☒ Trailer mounted flashing arrow board

 Flashing arrow board

 Flagger

CITY OF AUSTIN

DEPARTMENT OF PUBLIC WORKS

DEVICE SPACING

THE ARCHITECT/ENGINEER ASSURES
THAT THE INFORMATION IS APPROPRIATE FOR
USE OF THIS STANDARD.

STANDARD NO.
804S-1

8-27-1

[illegible]

0 1"

The bar above measures one inch on the original drawing. Adjust scales accordingly

TCP DETAILS

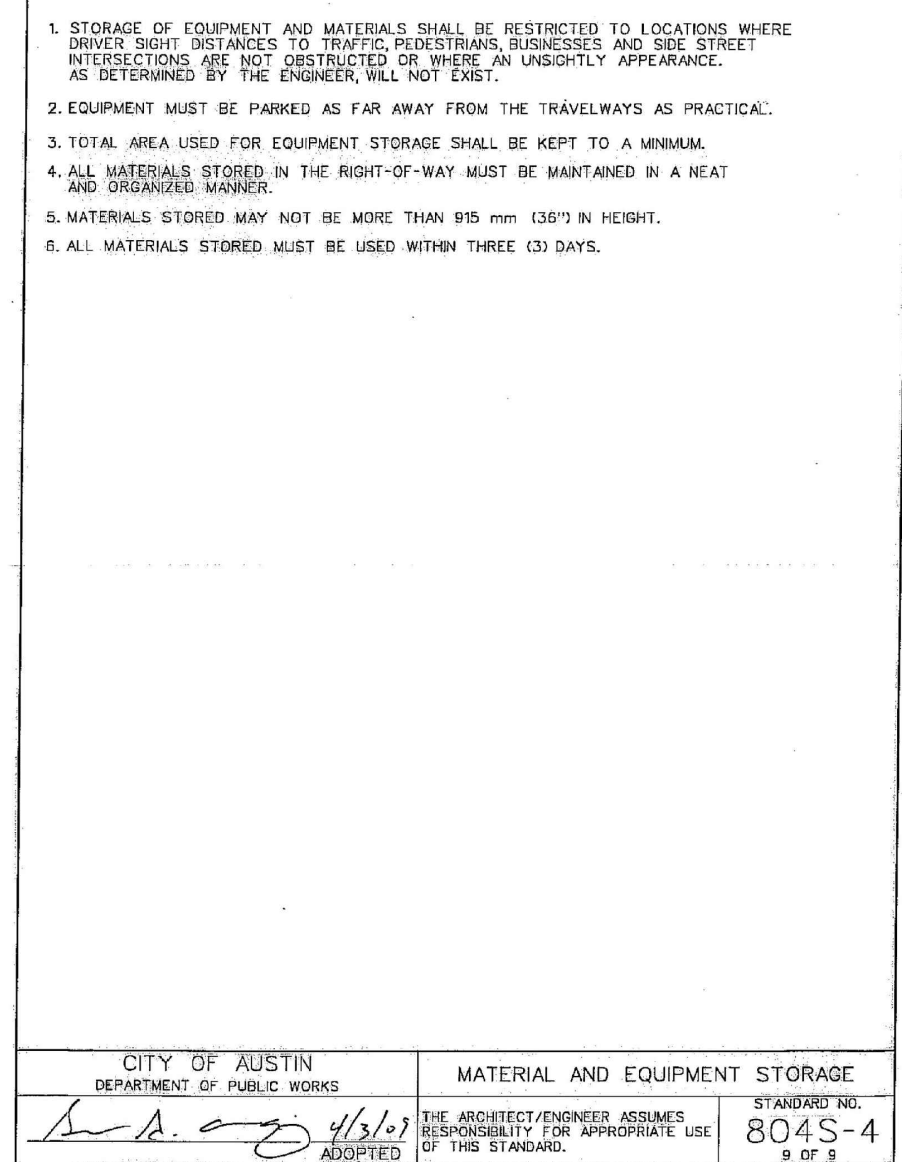
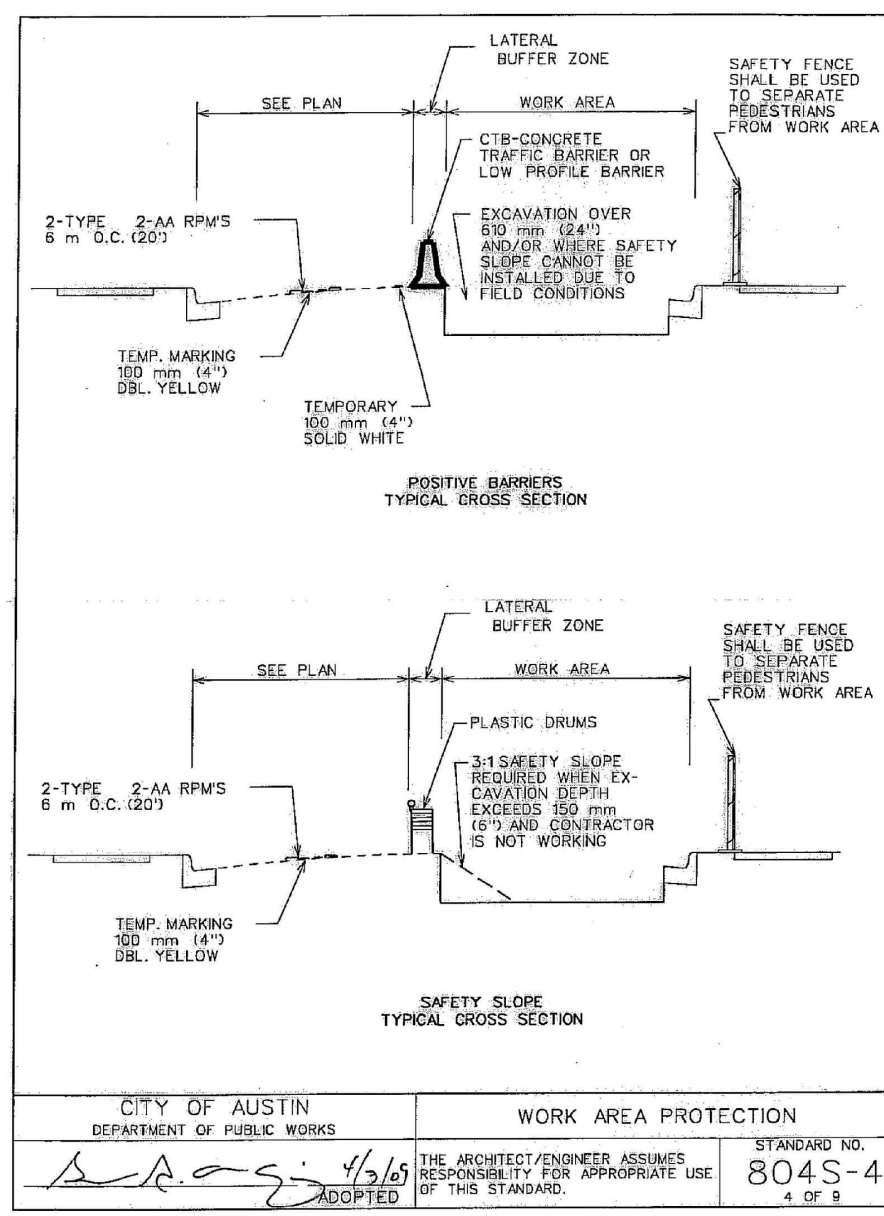
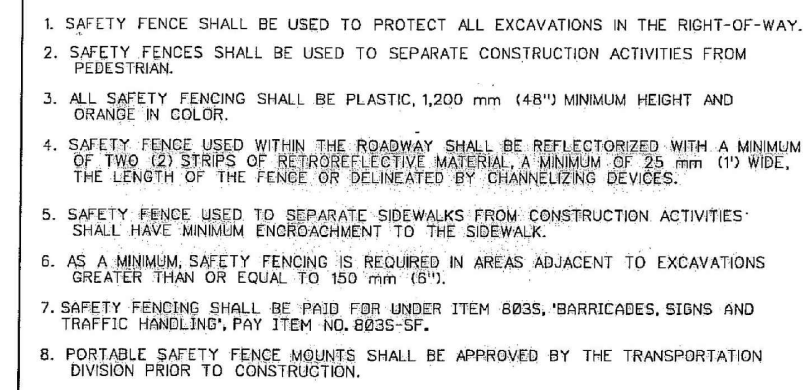
HUTTO INNOVATION INDUSTRIAL PARK
HUTTO, TX, 78634

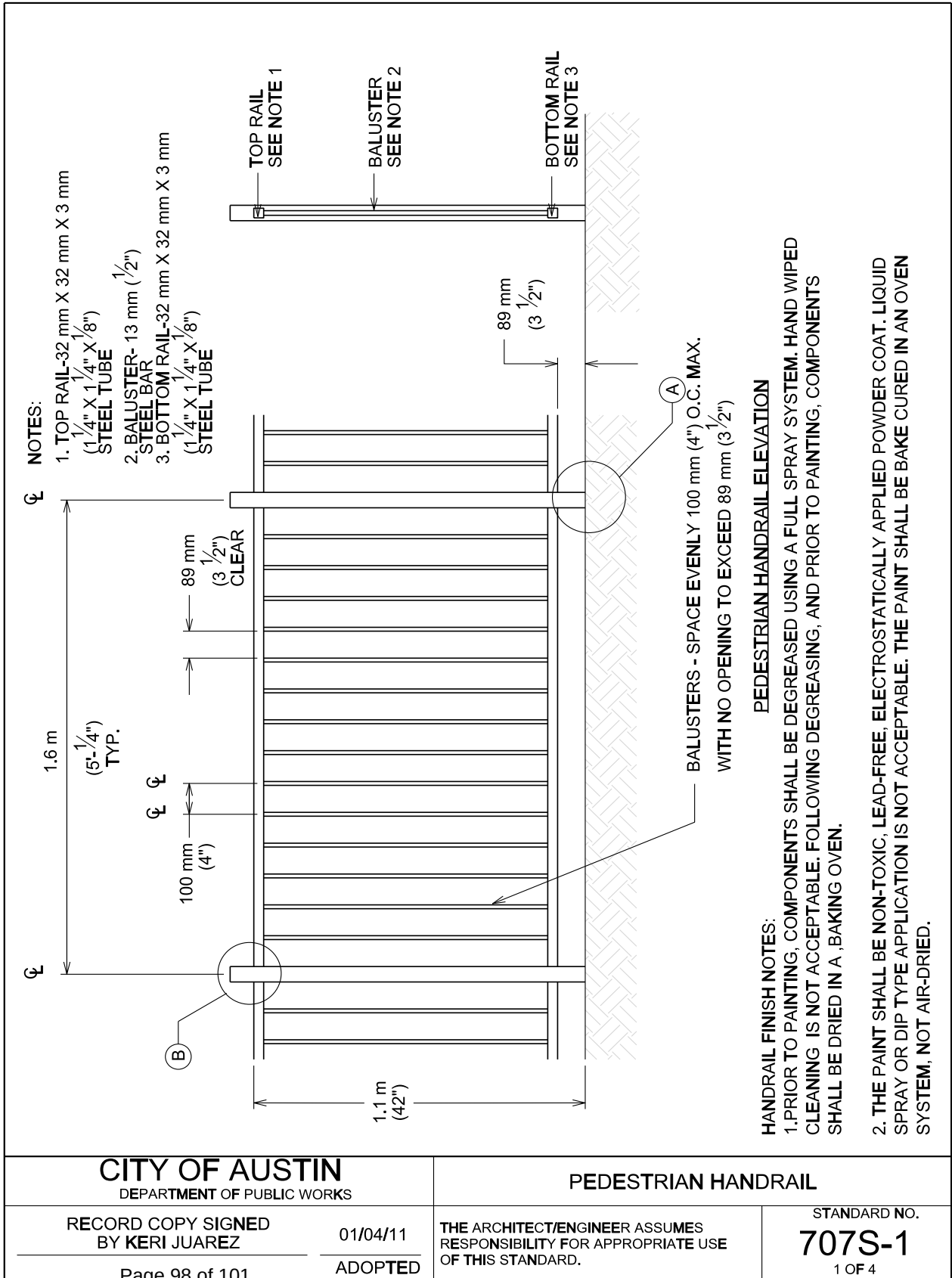
PLOTTED: 9/13/2017
JOB NO: 580-01

C607

62 OF 64

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CITY OF AUSTIN

DEPARTMENT OF PUBLIC WORKS

PEDESTRIAN HANDRAIL

RECORD COPY SIGNED
BY KERI JUAREZ

01/04/11

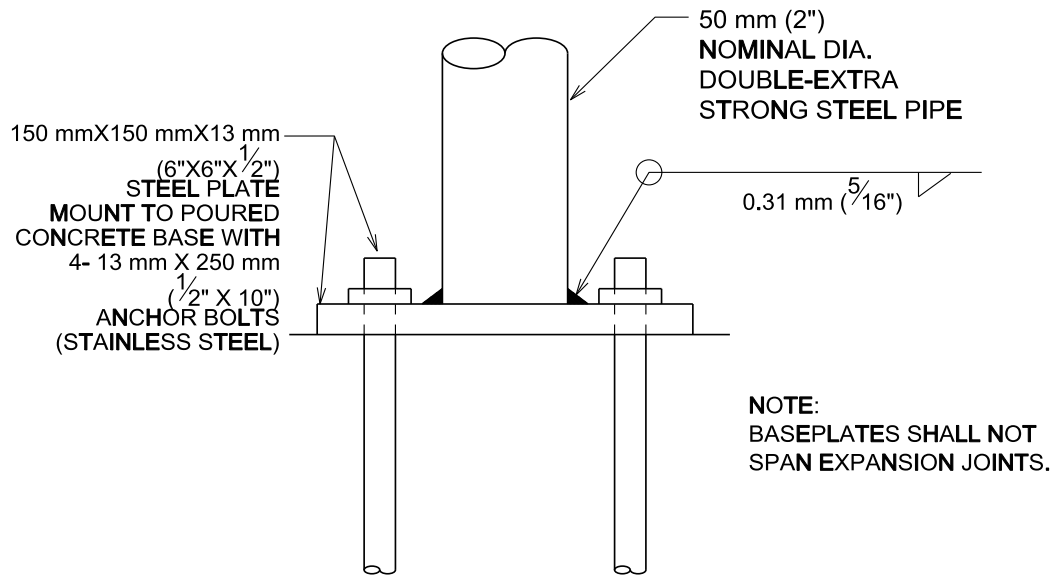
ADOPTED

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR APPROPRIATE USE
OF THIS STANDARD.

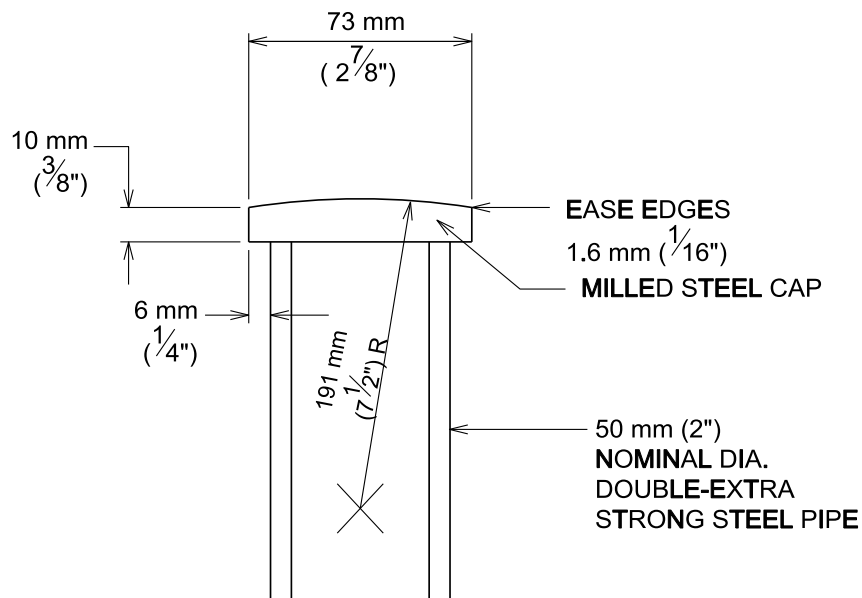
STANDARD NO.

707S-1

1 OF 4

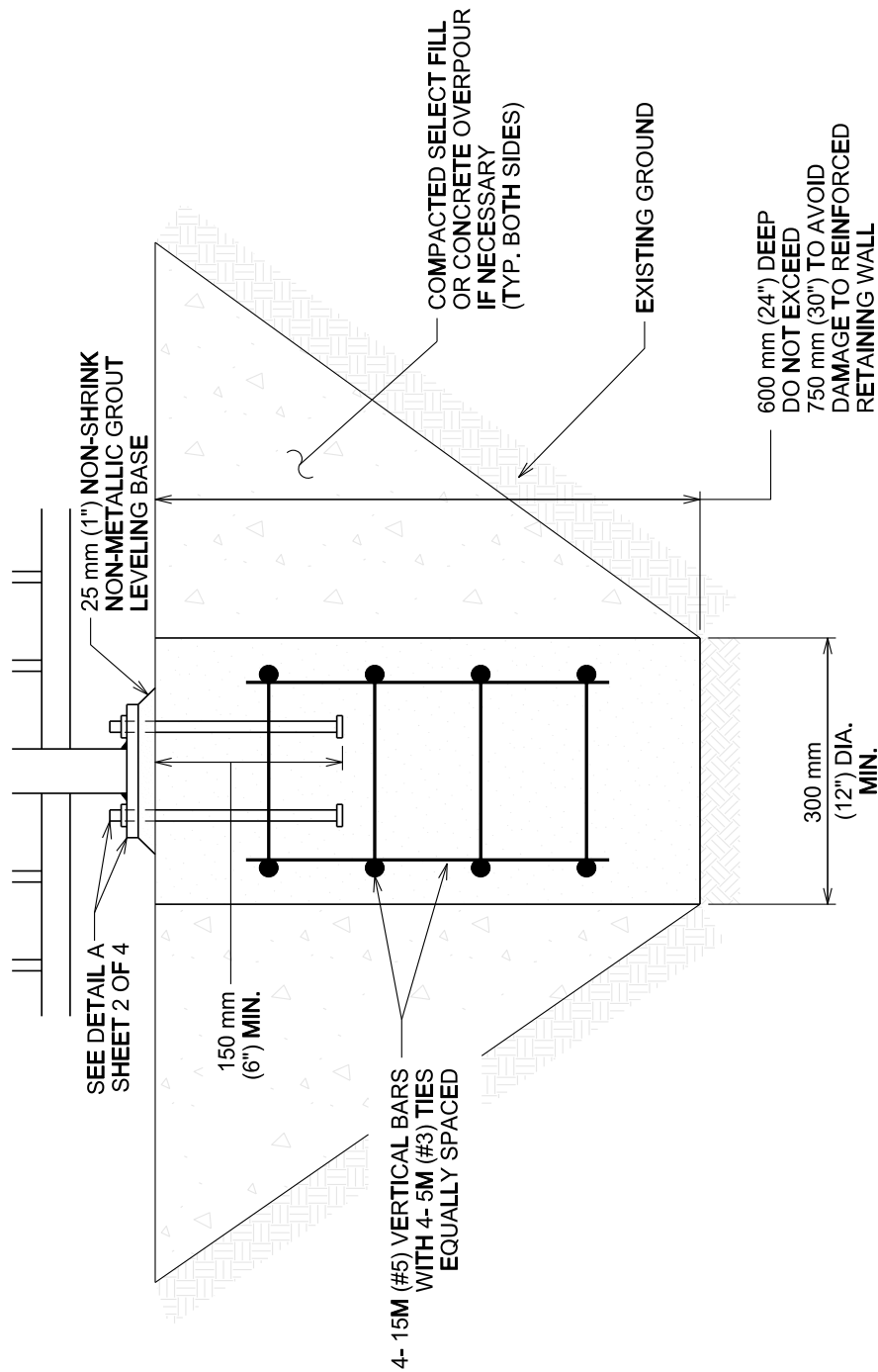


A. BASE PLATE DETAIL



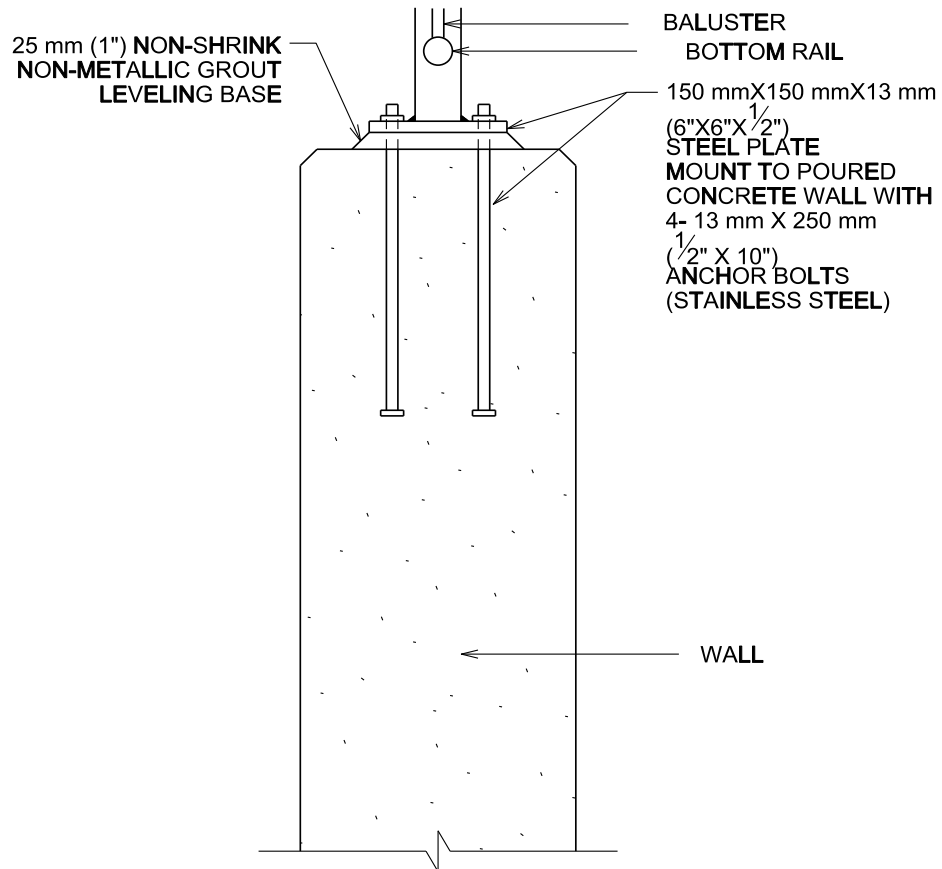
B. CAP SECTION

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		PEDESTRIAN HANDRAIL	
RECORD COPY SIGNED BY KERI JUAREZ	01/04/11 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 707S-1 2 OF 4
Page 99 of 101			



DRILLED PIER CONCRETE BASE DETAIL

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		PEDESTRIAN HANDRAIL	
RECORD COPY SIGNED BY KERI JUAREZ	01/04/11	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 707S-1 3 OF 4
Page 100 of 101		ADOPTED	



WALL MOUNTING DETAIL

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		PEDESTRIAN HANDRAIL	
RECORD COPY SIGNED BY KERI JUAREZ	01/04/11	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 707S-1 4 OF 4
Page 101 of 101	ADOPTED		

Regular City Council
**AGENDA ITEM
11.E.**



To: City Council
Subject: Resolution authorizing City Manager to execute change order #4 for the Shiloh Ground Storage Tank in the amount of \$7,950.00.
Meeting: Regular City Council - 17 Oct 2019
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

The Shiloh water pumping station is the location where all of the water supplied to the city from the Heart of Texas well field is collected before being pumped to the city. There is an existing ground storage tank on the site that is in disrepair and therefore it was determined that a new ground storage tank would be constructed on the site. The city entered into an construction contract with Tank Builders, Inc. for the construction of the new tank. At the same time as the new tank construction is taking place the City has contracted with DCS Engineers for the design of pump station improvements. Through coordination of the two projects and with assistance from DCS Engineers it was determined that some of the existing yard piping was needed to be uncovered to verify and adjust the elevations of those pipes. After uncovering the pipes it was determined that elevations would be adjusted in order to prevent air from accumulating in the underground pipe and to improve system performance and avoid future maintenance issues.

FINANCIAL IMPACT:

This change order results in an increase to the contract amount of \$7,950. This brings the total contract price up to \$642,650 and represents an increase of 1.25%.

POLICY IMPLICATIONS:

This aligns with the Cities Strategic Plan goals of Public Safety, Quality of Life and Services and Infrastructure and Growth.

RECOMMENDATION:

Staff Recommends Approval.

ATTACHMENTS:

[Resolution - Shiloh Ground Storage Tank Change Order #4](#)
[CO#4 - Executed](#)
[Elevation Conflict Resolution](#)

RESOLUTION NO. R

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 4 FOR THE SHILOH GROUND STORAGE TANK IN THE AMOUNT OF \$7,950.00.

WHEREAS, the City of Hutto entered into a construction contract with Tank Builders, Inc for the construction of a new ground storage tank at the Shiloh water plant, and;

WHEREAS, the City of Hutto entered into a professional services agreement with DCS Engineers for the design of pump station improvements at the Shiloh water plant to take place alongside of the tank improvements, and;

WHEREAS, during the construction of the new ground storage tank it was determined by DCS Engineers that some additional work was needed with the ground storage tank to determine elevations of underground water pipes and to adjust the elevations, and;

WHEREAS, the identification and adjustment of the underground pipe prevented air from accumulating inside of the pipes improving system efficiencies and preventing maintenance issues, and;

WHEREAS, the City of Hutto requires approval from City Council for execution of change orders;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HUTTO, TEXAS:**

The Hutto City Council hereby authorizes the City Manager to execute change order four for the new Shiloh ground storage tank in the amount of \$7,950.00.

CONSIDERED and RESOLVED on this the 17rd day of October, 2019.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

Change Order

No. 4

Date of Issuance: 8/29/2019

Effective Date: 8/29/2019

Project: Shiloh Plant New Ground Storage Tank	Owner: City of Hutto	Owner's Contract No.: 18-07
Contract:		Date of Contract: 7/3/2018
Contractor: Tank Builders, Inc.		Engineer's Project No.: None

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

*20"x16" reducer *(2) 16" 45 degree elbow *16" Sleeve *16" Ductile Iron Pipe *Labor and equipment
Elevation change requirements after previous change order work completed.

Attachments (list documents supporting change):

Areas requested for elevations and uncovering of existing work.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>535,000.00</u>	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days): _____ Ready for final payment (days or date): _____
[Increase] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>99,700.00</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>634,700.00</u>	Contract Times prior to this Change Order: Substantial completion (days): _____ Ready for final payment (days): _____
[Increase] of this Change Order: \$ <u>7,950.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price incorporating this Change Order: \$ <u>642,650.00</u>	Contract Times with all approved Change Orders: Substantial completion (days): _____ Ready for final payment (days or date): _____

RECOMMENDED:
By: Verdy Entner
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Date: 8/29/2019

Date: _____

Date: 8/29/19

Approved by Funding Agency (if applicable): _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

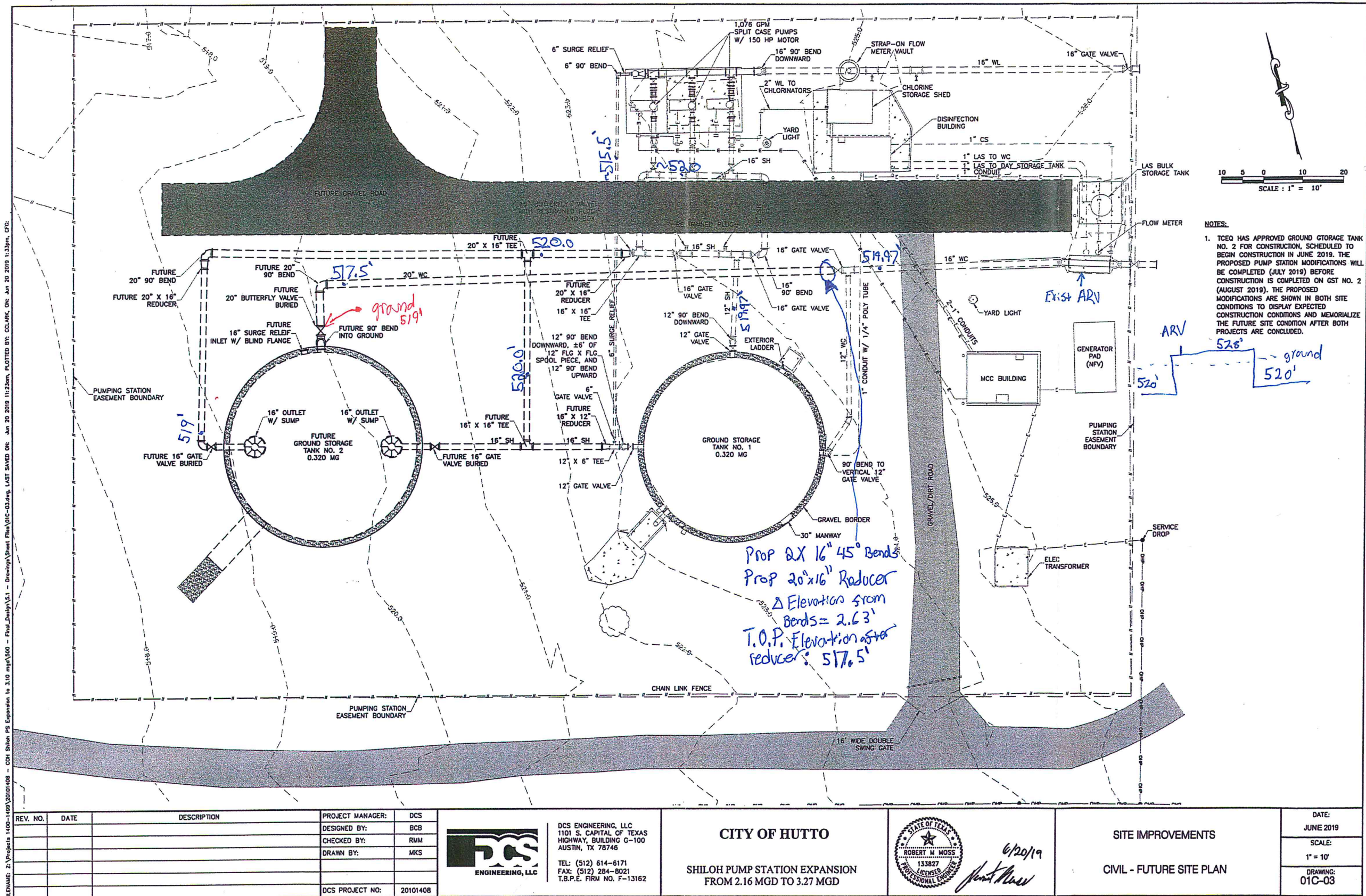
Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

* All elevations are in Top of Pipe

Page 7 of 7



Regular City Council
AGENDA ITEM
11.F.



To:

Subject: Consideration and possible action on a resolution amending the bylaws of the Economic Development Corporation Type A Board. (Tim Jordan)

Meeting: Regular City Council - 17 Oct 2019

Department: Economic Development

Staff Contact: Tim Jordan COmmuntiy Development Corp

BACKGROUND INFORMATION:

The Hutto Economic Development Corporation Type A Board of Directors is respectfully asking for the City Council's approval of the amendments that were presented and approved by the Hutto Economic Development Board of Directors at their regular meeting held on July 15, 2019.

RESOLUTION NO. R-19-10-17-__

A RESOLUTION AMENDING THE BY-LAWS OF THE HUTTO TYPE A ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the Hutto Economic Development Corporation Type A Board of Directors wishes to make several updates to their current by-laws; and

WHEREAS, the Hutto Economic Development Corporation Type A Board of Directors is respectfully asking for the City Council's approval of the amendments that were presented and approved by the Hutto Economic Development Board of Directors at their regular meetings held on July 15, 2019.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

That the Hutto City Council hereby accepts and approves the amendments to the By-Laws of the Hutto Economic Development Corporation Type A Board of Directors as presented.

RESOLVED on this the 17th day of **October, 2019**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

**By-Laws
of
The Hutto Economic Development Corporation
~~As Amended~~ AMENDED AND RESTATED BYLAWS OF
HUTTO ECONOMIC DEVELOPMENT CORPORATION**

Effective February 19, 2013, 2019

ARTICLE I: Powers and Purposes

Section 1.1: Corporate Identity; Offices. The name of the corporation is ~~The~~ Hutto Economic Development Corporation (the "Corporation"). ~~The principle~~ principal office of the Corporation ~~was initially~~ currently is located at 500 West Live Oak Street, Hutto City Hall, 102 Highway 79 East, Hutto, TX, Texas 78634. The Corporation may relocate such ~~principle~~ principal office and have such other offices as the Board of Directors shall determine. ~~Currently the principle office of the Corporation is at 321 Ed Schmidt Boulevard, Ste. 200, Hutto, TX 78634.~~

Section 1.2: Powers, Purposes and Authority. In order to implement the purposes for which the Corporation was formed, as set forth in its Articles of Incorporation, the Corporation shall have all ~~dieth~~ authority and powers of every nature and kind whatsoever, both expressed and implied, which ~~sueare~~ are authorized or permitted by the terms of the Development Corporation Act, Subtitle C1, Chapters 501-507 of 1979, Article 5190.6, Tex. Rev. Civ. Stat., the Texas Local Government Code, as amended (the "Act"). The Corporation shall have and may exercise each power and authority enumerated in the Act as if such power and authority were specifically set forth herein; provided that the Corporation is a "Type A corporation" as defined in the Act, shall be governed primarily by ~~Section 4A~~ Chapter 504 of the Texas Local Government Code, as amended ("Chapter 504"), and in the event of a conflict between any term or provision in Chapter 504 and any other term or provision of the Act, ~~Section 4A~~ Chapter 504 shall govern and prevail. The Corporation shall have the power and authority to undertake any lawful action not inconsistent with the Act and it shall undertake the promotion of economic development to promote and encourage employment and the public welfare in the City of Hutto (the "City"). The powers of the Corporation shall include the authority to contract and be contracted with and, absent a conflict with ~~Section 4A~~ Chapter 504, the power to purchase, lease, sell and mortgage real estate, and to issue obligations for or otherwise finance all or part of the cost of one or more Projects as defined in the Act.

Section 1.3: Annual Corporate Budget. At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications ~~as and~~ shall be in such form as may be prescribed from time to time by the City Manager and/or the City Council of the City (the "City Council"). The budget shall not be effective until same has been approved by the City Council. The Corporation's fiscal year shall start on October 1 and end on September 30th of the following year and may be changed by action of the Board and approval of the City Council.

Section 1.4: Books and Records: Review of Financial Statements. The Corporation shall keep correct and complete books and records of all accounts and shall also keep minutes of the proceedings of its Board ~~of Directors~~ and committees having any of the authority of the Board ~~of Directors~~. All books and records of the Corporation may be inspected by any director or his or her ~~agent or attorney~~ at a reasonable time; and at all times the City Manager and/or the City Council of the City (the "City Council") will have access to the books, records and financial statements of the Corporation. At the direction of the City Manager and/or the City Council, the books, records, accounts and financial statements may be maintained for the Corporation by the staff of the City. In such event, the Corporation shall pay to the City reasonable compensation for such services.

Section 1.5: Powers in General. The Corporation may exercise all powers granted under the Act consistent with its Articles of Incorporation, these ~~By-Laws~~Bylaws and the Resolutions, Orders and Ordinances of the City Council.

ARTICLE II: Board of Directors

Section 2.1: ~~Section 2.1: Appointment; Powers; Number and Term of Office.~~ The Board of Directors shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Articles of Incorporation and these ~~By-Laws~~Bylaws.

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the "Board"), appointed by the Hutto City Council and subject to the applicable limitations imposed by the ~~Texas Economic Development Corporation Act of 1979 as amended~~, other applicable legislation and these ~~by-laws~~Bylaws. The Board may, by contract, resolution or otherwise, give general or limited or special powers and authority to the Officers and employees of the Corporation.

The Board may plan and direct its work through the Executive Director who will be charged with the responsibility of carrying out the Corporation's programs as adopted and planned by the Board.

The Board ~~of Directors~~ shall consist of seven (7) persons who shall each be appointed by the City Council, ~~with one (1) Director to be nominated by each of the Mayor and each member of the Hutto City Council (each a "Director").~~ The term of each directorship will be for ~~three (3)~~two (2) years. ~~Those filling vacancies shall serve out the term of~~ The Board of Directors shall be staggered such that (a) those seats.

~~Any Director, or all Directors, may be appointed by the Mayor and by the members of the Hutto City Council serving in Place 1, Place 3, and Place 5 shall have terms that end in odd-numbered years and (b) those Directors appointed by the members of the Hutto City Council serving in Place 2, Place 4 and Place 6 shall have terms that end in even-numbered years.~~

~~Each Director shall serve until such Director's successor has been duly appointed and qualified, or until such Director is removed from office at any limetime by majority vote of the City Council, for which removal may be made with or without cause or. If any Director fails to attend three (3) consecutive regular meetings of the Board without being excused by the Board, the Board shall, at will, its next regular meeting, declare such Director's position to be vacant.~~

Any vacancy occurring on the Board ~~of Directors~~ shall be filled by appointment by majority vote of the City Council. A Director filling a vacancy shall serve out the remaining term of the position to which the Director was appointed.

Section 2.2: Meetings of Directors in General. The Board shall meet at least once each ~~month~~calendar quarter and any member of the Board may request that an item be placed on the agenda by providing the same in writing, to the Secretary no later than ten (10) days prior to the date of the Board meeting. The Board ~~of Directors~~ may hold its meetings at any place authorized by the Act and as the Board ~~of Directors~~ may from time to time determine; provided that, in the absence of any such determination by the Board ~~of Directors~~, the meeting shall be held at the ~~principle~~principal office of the Corporation or at the City Council Chambers ~~of the City~~. The Board ~~of Directors~~ shall conduct its meetings in accordance with the requirements of the Act and ~~Art. 6252-17, Tex. Rev. Civ. Stat. the Open Meetings Act, Chapter 551, Texas Government Code, as amended-~~ (the "Open Meetings Act").

Section 2.3: Regular Meetings. Regular meetings of the Board ~~of Directors~~ shall be held at such times and places as shall be designated, from time to time, by resolution of the Board ~~of Directors~~.

Notice of regular meetings need not be given to each of the Directors, but public notice of each meeting shall be given in the manner prescribed by law.

Section 2.4: Special Meetings. Special meetings of the Board ~~of Directors~~ shall be held whenever called by the Chairperson, by the Secretary or by a majority of the Directors then in office, or upon advice of or by request of the City Council.

The Secretary or his/her designee shall give or cause public notice to be given of each special meeting. Special notice of each special meeting shall also be given to each Director either by mail, telephone, electronically or in person, at least two (2) hours before the meeting, provided that conducting such special meeting within that timeframe complies with the requirements of the Open Meetings Act. Notice required by law to be given to any other person or entity shall be given in the manner prescribed by law. Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. ~~At any meeting at which every Director is present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon, except as otherwise provided by law.~~

Section 2.5: Quorum. A majority of the Directors fixed by these ~~By-Laws~~Bylaws shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law. Any member of the Board may request a record vote on any matter to come before the Directors and that record vote will become a part of the minutes.

Section 2.6: Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Corporation shall be considered in such order from time to time the Board of Directors may determine.

Section 2.7: Compensation of Directors. ~~Compensation of Directors.~~ Directors shall not receive any compensation for their services as Directors except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties.

Section 2.8: Compliance with Standards of Conduct. All Directors shall comply with all standards of conduct applicable to officials of the City of Hutto, including without limitation those set forth in Section 2.05.003, City Ordinances, City of Hutto, Texas.

Section 2.9: Meetings by Teleconference or Electronic Communication. Subject to any notice requirements in these Bylaws or pursuant to the Act, and provided that such form of meeting is permitted under and is conducted in the manner required by the Open Meetings Act, the Board may participate in and hold a meeting of the Board by means of a conference telephone or similar communications equipment, the Internet, or any combination thereof that allows all persons participating in the meeting to communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Minutes of any such meeting shall promptly be prepared by the Secretary, circulated to all Directors (whether they participated or not) and placed in the regular records of the Corporation.

Section 2.10: Texas Open Meetings Act and Open Records Act. Meetings of the Board and all Board committees are subject to the Open Meetings Act, and the Corporation is subject to the Texas Open Records Act, Texas Government Code Chapter 552, as amended.

ARTICLE III: Officers

Section 3.1: Titles and Terms of Office. The Officers of the Corporation shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer, and ~~such any~~ person may hold more than one office, except ~~that~~ the Chairperson shall not hold the office of Secretary. The Chairperson and each other Officer of the Company, ~~except the President~~ shall be appointed by a majority vote of the Directors then in office and shall hold office for a term of ~~three (3)~~ two (2) years or until his or her successor is elected or appointed.

All Officers shall be subject to removal from office with or without cause at any time by a majority vote of the Directors then in office.

A vacancy in any office shall be filled by appointment by a majority vote of the Directors then in office.

Section 3.2: Chairperson. The Chairperson shall be the Chief Executive Officer of the Corporation, ~~shall fulfill the duties of the "president" of the Corporation as described in the Act, and, subject to the control of the Board of Directors, the Chairperson,~~ shall be in general charge of the properties and affairs of the Corporation. The Chairperson shall preside at all meetings of the Board ~~of Directors~~ in furtherance of the purposes of ~~this the~~ Corporation; ~~the Chairperson, and~~ may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in ~~the the~~ name of the Corporation.

~~The Chairperson shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. The Chairperson shall have the authority to appoint AD-HOC committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.~~

Section 3.3: Vice-Chairperson. The Vice ~~Chairperson~~ Chairperson shall fulfill the duties of ~~the "vice president" of the Corporation as described in the Act,~~ shall have such powers and duties as may be assigned by the Board ~~of Directors,~~ and shall exercise the powers of the Chairperson during the Chairperson's absence or inability to act. Any action taken by the Vice-Chairperson in the performance of the duties of the Chairperson shall be with conclusive evidence of the absence or inability of the Chairperson to act at the time such was taken.

Section 3.4: Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation that come in to his or her hands. When necessary, or proper, the Treasurer may sign or endorse, on behalf of the Corporation for collection or payment checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board ~~of Directors,~~ Whenever required by the Board ~~of Directors,~~ the Treasurer shall enter or cause to be entered regularly in the books of the corporation to be kept by the Treasurer for that purpose full and accurate ~~amounts~~ accounts of all monies received and paid out on account of the Corporation. The Treasurer shall perform all acts incident to the position of the Treasurer subject to the control of the Board ~~of Directors,~~ The Treasurer, if required by the Board ~~of Directors,~~ shall give such bond for the faithful discharge of his ~~/ or~~ her duties in such form as the Board ~~of Directors~~ may require.

Section 3.5: Secretary. The Secretary shall keep or shall cause to be kept the minutes of all meetings of the Board ~~of Directors,~~ its committees and those of Executive Sessions in books provided for that purpose. The Secretary shall attend to giving and serving notices in furtherance of the ~~corporate~~ Corporation's purposes. The Secretary may attest or sign with the Chairperson, in the

Corporation's name, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. The Secretary shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board ~~of Directors~~ may direct, all of which shall during business hours be open to inspection at the office of the Corporation; and the Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board ~~of Directors~~.

In the absence of the Secretary, the Chairperson may appoint any other ~~person~~ Director to act as Secretary during such absence.

Section 3.6: Compensation. Officers of the Board shall not receive any compensation for their services as Officers except that they may be reimbursed for their actual expenses incurred in the performance of their official duties.

Section 3.7: Committees. The Chairperson shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. ~~President. The President shall~~ The Chairperson also shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board. With respect to any committee (whether standing or temporary):

(a) the Chairperson shall appoint all members of the committee;

(b) the Chairperson may appoint staff of the Corporation to serve on the committee;

(c) each committee shall have not less than two (2), but not more than three (3), Directors as members of the committee.

Section 3.8: Executive Director. The Board may plan and direct its work through an Executive Director who will be charged with the responsibility of carrying out the Corporation's programs as adopted and planned by the Board. The Executive Director, if any, shall be appointed by the Board, serves at the pleasure of the Board, and may be removed by the Board at any time, with or without cause. The Executive Director shall, among other duties delegated to the Executive Director by the Board:

(a) report to the Chairperson ~~of the Board of Directors~~, shall;

(b) serve as the Chief Administrative Officer of the Corporation ~~and shall~~;

(c) oversee all administrative functions of the Corporation. ~~The President shall~~;

(d) develop policies and procedures for the Corporation including those regarding financing, accounting, personnel, and purchasing ~~policies and procedures~~, which shall be approved by the Board prior to submission to the City Council for their approval. ~~The President shall~~;

(~~a~~)(e) represent the Corporation where and when appropriate or as directed by the Board; and

(~~b~~)(f) ~~The President shall~~ implement the current EDC Strategic Plan and ~~shall~~ keep the Board informed of all development and Corporation activities concerning business retention, expansion and recruitment efforts.

ARTICLE IV:— Provisions Regarding ~~By-Laws~~ Bylaws

Section 4.1: Effective Date. These ~~by-laws~~Bylaws shall become effective only upon the occurrence of the following events:

- (a) ~~(1)~~ — the adoption of these ~~By-Laws~~Bylaws by the Board ~~of Directors~~; and
- (b) ~~(2)~~ — the approval of these ~~By-Laws~~Bylaws by the City Council.

Section 4.2: Amendments to ~~By-Laws~~Bylaws. These ~~By-Laws~~Bylaws may be amended at any time and from time to time by majority vote of the Directors then in office, but only with approval of the City Council.

Section 4.3: Interpretation of ~~By-Laws~~Bylaws. These ~~By-Laws~~Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these ~~By-Laws~~Bylaws, or the application thereof to a person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these ~~By-Laws~~Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these ~~By-Laws~~Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V: General Provisions

~~**Section 5.1: Principle Office.** The current principle office of the Corporation is at 321 Ed Schmidt Boulevard, Suite 200, Hutto, Texas, 78634. The Corporation may relocate such principle office and have such other offices as the Board shall determine.~~

~~**Section 5.2:**~~**Section 5.1: Seal.** The seal of the Corporation shall be as determined by the Board of Directors. ~~The Board may determine the Corporation will have no seal.~~

~~**Section 5.3:**~~**Section 5.2: Notice and Waiver of Notice.** Whenever any notice whatsoever is required to be given to the Board ~~of Directors~~ under the Act, the Articles of Incorporation or these ~~By-Laws~~Bylaws, such notices shall be deemed to be sufficient if given by depositing it for mailing ~~in a post office box in a sealed postpaid wrapper with the U.S. Postal Service~~, addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed given on the day of such mailing. ~~If the person entitled to such notice has consented to receive notices by email, to the extent permitted by law notices also shall be deemed to be sufficient if transmitted to the email address provided by such person as it appears on the books of the Corporation.~~

Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Neither the business to be transacted nor the purpose of any regular or special meeting of the Board ~~of Directors~~ need be set forth in any notice to a Director of such meeting, unless required by the Board ~~of Directors~~.

Any notice whatsoever ~~that~~ may be required to be given to the public by law, shall be given in the manner prescribed by law.

~~**Section 5.4:**~~**Section 5.3: Resignations.** Any Director or Officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the ~~Chairperson~~ or the Secretary. Absent a written notice of

the resignation, the City Council~~of the City~~ shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning Director shall serve until such time as her or her successor takes office.

~~Section 5.5:~~Section 5.4: **Approval of the City Council.** To the extent these ~~By-Laws~~Bylaws refer to any approval or action to be taken by the City, such shall be evidenced by a certified copy of a Resolution, Ordinance, Order or Motion duly adopted by the City Council.

~~Section 5.6:~~Section 5.5: **Organizational Control.** The City Council may, at its sole discretion and at any time, alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to the Act and any limitation on the impairment of contracts. The Corporation shall comply with all financial and administrative ordinances and policies of the City.

~~Section 5.7:~~Section 5.6: **Dissolution of the Corporation.** Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless as authorized by the City Council.

Adopted and approved this the _____ day of _____, 2013.

Chairman

Secretary

Vice-Chairman

Treasurer

Director

Director

~~Section 5.7:~~ **Director**Staff and Organizational Management. Staffing of the Corporation shall be provided by the City of Hutto and the City Manager and Chairperson shall work together to ensure that the Executive Director of the Corporation and/or subsequent City departmental staff fully implement the policies of the Board of Directors. The Corporation shall utilize the staff and employees of the City for the provision of all support services required by the Corporation. The Corporation shall pay compensation to the City for such services. The performance of City staff of services for the Corporation shall not materially interfere with the other duties of such staff, provided that in the performance of services for the Corporation, such staff shall answer to the Corporation, under direction of the City Manager.

Section 5.8: Indemnification. The Corporation shall indemnify any current or former director, officer, or employee of the Corporation, or any person who may have served at the Corporation's request as a director, officer, or employee of another corporation or entity in which it owns shares of stock

or other ownership interest or of which it is a creditor, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgements in connection with any action, suit, or proceeding, whether civil, criminal, arbitratve, or investigative in nature, in which such person was, in, or is threatened to be made a named defendant or respondent by reason of being or having been such a director, officer, or employee (whether or not the person is or was such at the time such costs or expenses are incurred by or imposed upon such person) as is required by Section 8.051 of the Texas Business Organizations Code ("TBOC"). The Corporation may indemnify any such person against and for any such expenses or costs and may advance expenses to any such person as is permitted by and according to the terms of Section 8.101 of the TBOC.

Section 5.9: Insurance. The Corporation may at the discretion of the Board of Directors purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation, these Bylaws or otherwise, including without limitation directors and officers liability insurance.

The Amended and Restated Bylaws of the Hutto Economic Development Corporation were adopted at a duly called meeting of the Board of Directors of the Corporation held on _____, 2019. The Amended and Restated Bylaws of the Hutto Economic Development Corporation shall become effective upon the date of their approval by resolution of the City Council of the City of Hutto, Texas.

By: _____
_____, Secretary
Hutto Economic Development Corporation

Regular City Council
AGENDA ITEM
11.G.



To:

Subject: Consideration and possible action on a resolution approving the proposed amended Community Development Corporation's bylaws.

Meeting: Regular City Council - 17 Oct 2019

Department: Economic Development

Staff Contact: Tim Jordan COmmuntiy Development Corp

BACKGROUND INFORMATION:

The Hutto Community Development Corporation Board of Directors is respectfully asking for the City Council's approval of the amendments that were presented and approved by the Hutto Community Development Board of Directors at their regular meeting held on July 15, 2019.

RESOLUTION NO. R-19-10-17-__

**A RESOLUTION AMENDING THE BY-LAWS OF THE HUTTO
COMMUNITY DEVELOPMENT CORPORATION.**

WHEREAS, the Hutto Community Development Corporation Board of Directors wishes to make several updates to their current by-laws; and

WHEREAS, the Hutto Community Development Corporation Board of Directors is respectfully asking for the City Council's approval of the amendments that were presented and approved by the Hutto Community Development Board of Directors at their regular meetings held on July 15, 2019.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF HUTTO, TEXAS:**

That the Hutto City Council hereby accepts and approves the amendments to the By-Laws of the Hutto Community Development Corporation Board of Directors as presented.

RESOLVED on this the 17th day of **October, 2019**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

AMENDED AND RESTATED BYLAWS OF

~~THE~~ HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B

Effective January 18, 2018, 2019

ARTICLE I: Powers and Purposes

Section 1.1: Corporate Identity; Offices. The name of the corporation is ~~the~~ Hutto Economic Development Corporation, Type B (the "Corporation"). The principal office of the Corporation ~~shall be~~ currently is located at 321 Ed Schmidt Blvd., Ste. #200, P.O. Box 1016500 West Live Oak Street, Hutto, ~~TX~~ Texas 78634. The Corporation may relocate such principal office and have such other offices as the Board of Directors shall determine.

Section 1.2: Powers, Purposes and Authority. In order to implement the purposes for which the Corporation was formed, as set forth in its ~~Articles~~ Certificate of ~~Incorporation~~ Formation, the Corporation shall have all the authority and powers of every nature and kind whatsoever, both expressed and implied, which are authorized or permitted by the terms of the Development Corporation Act ~~of 1979, Chapter, Subtitle C1, Chapters 501-507~~ of the Texas Local Government Code, as amended (the "Act"). The Corporation shall have and may exercise each power and authority enumerated in the Act as if such power and authority were specifically set forth herein; provided that the Corporation is a "Type B corporation" as defined in the Act, shall be governed primarily by Chapter 505 of the Texas Local Government Code, as amended ("Chapter 505"), and in the event of a conflict between any term or provision in Chapter 505 and any other term or provision of the Act, Chapter 505 ~~of the Local Government Code~~ shall govern and prevail. The Corporation shall have the power and authority to undertake any lawful action not inconsistent with the Act and it shall promote economic development benefiting the City of Hutto, ~~Texas~~ (the "City"), including without limitation promoting industrial, manufacturing, commercial, retail, ~~park~~ park, and residential development to encourage employment and the public welfare, both within the City limits and areas outside of the City limits which contribute to the economic welfare of the City. The powers of the Corporation shall include the authority to contract and be contracted with and, absent a conflict with Chapter 505 ~~of the Local Government Code~~, the power to purchase, lease, sell and mortgage real estate, and to issue obligations for or otherwise finance all or part of the cost of one or more Projects as defined in the Act.

Section 1.3: Annual Corporate Budget. At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications ~~as and~~ shall be in such form as may be prescribed from time to time by the City Manager and/or the City Council ~~of the City (the "City Council")~~. The budget shall not be effective until same has been approved by the City Council. The ~~Corporation's~~ Corporation's fiscal year shall start on October 1 and end on September 30th of the following year and may be changed by action of the Board and approval of the City Council.

Section 1.4: Books and Records: Review of Financial Statements. The Corporation shall keep correct and complete books and records of all accounts and shall also keep minutes of the proceedings of its Board ~~of Directors~~ and committees having any of the authority of the Board ~~of Directors~~. All books and records of the Corporation may be inspected by any director or his or her agent ~~or~~ attorney at a reasonable time; and at all times the City Manager and/or City Council ~~of the City (the "City of Hutto")~~ Council will have access to the books, records and financial statements of the Corporation. At the direction of the City Manager and/or the City Council, the books, records, accounts

and financial statements may be maintained for the Corporation by the staff of the City. In such event, the Corporation shall pay to the City reasonable compensation for such services.

Section 1.5: Powers in General. The Corporation may exercise all powers granted under the Act consistent with its Certificate of Formation, these Bylaws and the Resolutions, Orders and Ordinances of the City Council.

ARTICLE II: Board of Directors

Section 2.1: Appointment; Powers; Number and Term of Office. The Board of Directors shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Certificate of Formation and these Bylaws.

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the “Board”), appointed by the Hutto City Council and subject to the applicable limitations imposed by the Act, other applicable legislation and these Bylaws. The Board may, by contract, resolution or otherwise, give general or limited or special powers and authority to the Officers and employees of the Corporation.

~~The Board may plan and direct its work through the Chairman who will be charged with the responsibility of carrying out the Corporation's programs as adopted and planned by the Board.~~

The Board shall consist of seven (7) persons who shall each be appointed by the City Council. ~~No more than four (4), with one (1) Director to be nominated by each of the seven (7) directors may be City employees or Mayor and each member of the Hutto City Council members.~~ each a “Director”. The term of each directorship will be for two (2) years. ~~All directors~~ The Board of Directors shall be staggered such that (a) those Directors appointed by the Mayor and by the members of the Hutto City Council serving in Place 1, Place 3, and Place 5 shall have terms that end in odd-numbered years and (b) those Directors appointed by the members of the Hutto City Council serving in Place 2, Place 4 and Place 6 shall have terms that end in even-numbered years. All Directors must either (1) be residents of the City, (2) be residents of Williamson County, Texas or (3) reside both (a) within 10 miles of the ~~City's~~ City's boundaries and (b) in a county bordering Williamson County. ~~Texas. Those filling vacancies shall serve out the term of those seats Texas.~~

~~Any~~ Each Director shall serve until such Director's successor has been duly appointed and qualified, or ~~all Directors, may be until such Director is~~ removed from office at any time by majority vote of the City Council, ~~for which removal may be made with or without cause or.~~ If any Director fails to attend three (3) consecutive regular meetings of the Board without being excused by the Board, the Board shall, at with its next regular meeting, declare such Director's position to be vacant.

Any vacancy occurring on the Board shall be filled by appointment by majority vote of the City Council. A Director filling a vacancy shall serve out the remaining term of the position to which the Director was appointed.

Section 2.2: Meetings of Directors in General. The Board shall meet at least once each ~~month~~ calendar quarter and any member of the Board may request that an item be placed on the agenda by providing the same in writing, to the Secretary no later than ten (10) days prior to the date of the Board meeting. The Board may hold its meetings at any place authorized by the Act and as the Board may from time to time determine; provided that ~~In, in~~ in the absence of any such determination by the Board, the meeting shall be held at the principal office of the Corporation or at the City Council Chambers ~~of the City.~~ The Board shall conduct its meetings in accordance with the requirements of the Act and the Open Meetings Act, Chapter ~~505 of the Local~~ 551, Texas Government Code, as amended ~~(the “Open Meetings Act”).~~

Section 2.3: Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board. Notice of regular meetings need not be given to each of the Directors, but public notice of each meeting shall be given in the manner prescribed by law.

Section 2.4: Special Meetings. Special meetings of the Board shall be held whenever called by the Chairperson, by the Secretary or by a majority of the Directors then in office, or upon advice of or by request of the City Council.

The Secretary or his/her designee shall give or cause public notice to be given of each special meeting. Special notice of each special meeting shall also be given to each Director either by mail, telephone, electronically or in person, at least two (2) hours before the meeting, provided that conducting such special meeting within that timeframe complies with the requirements of the Open Meetings Act. Notice required by law to be given to any other person or entity shall be given in the manner prescribed by law. Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. ~~At any meeting at which every Director is present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon, except as otherwise provided by law.~~

Section 2.5: Quorum. A majority of the Directors fixed by these Bylaws shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law. Any member of the Board may request a record vote on any matter to come before the Directors and that record vote will become a part of the minutes.

Section 2.6: Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Corporation shall be considered in such order from time to time ~~as the Board~~ of Directors may determine.

Section 2.7: Compensation of Directors. ~~Compensation of Directors.~~ Directors shall not receive any compensation for their services as Directors except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties.

Section 2.8: Board Compliance with Standards of Conduct. ~~All Directors shall comply with all standards of conduct applicable to officials of the City of Hutto, including without limitation those set forth in Section 2.05.003, City Ordinances, City of Hutto, Texas.~~

Section 2.9: Meetings by Teleconference or Electronic Communication. ~~Subject to any notice requirements in these Bylaws or pursuant to the Act, and provided that such form of meeting is permitted under and is conducted in the manner required by the Open Meetings Act, the Board may participate in and hold a meeting of the Board by means of a conference telephone or similar communications equipment, the Internet, or any combination thereof that allows all persons participating in the meeting to communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Minutes of any such meeting shall promptly be prepared by the Secretary, circulated to all Directors (whether they participated or not) and placed in the regular records of the Corporation.~~

Section 2.8: Committees. ~~The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority as is delegated and approved by resolution of the Board. It is provided, however, that all final, official actions of the~~

~~Corporation may be exercised only by the full Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.~~

Section 2.9: Advisory Board. ~~The Board may appoint an advisory board or boards to assist the Board and perform such other duties as the Board may from time to time assign to the advisory board. An advisory board shall be made up of no more than seven (7) individuals. At the time the Board creates an advisory board, the Board shall adopt rules and regulations regarding membership of the advisory board. The advisory boards may make recommendations to the Board, but all final, official actions of the Corporation shall be exercised only by the Board. The Board shall create a small business, convention and tourism advisory board which may include board members of the Hutto Chamber of Commerce, in addition to such other advisory boards desired by the Board.~~

Section 2.10: Texas Open Meetings Act and Open Records Act. Meetings of the Board; ~~and all Board committees, and the advisory board~~ are subject to the ~~Texas~~ Open Meetings Act; ~~Texas Government Code Chapter 551~~, and the Corporation is subject to the Texas Open Records Act, Texas Government Code Chapter 552, ~~as amended~~.

ARTICLE III: Officers

Section 3.1: Titles and Terms of Office. The Officers of the Corporation shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer, and ~~such~~any person may hold more than one office, except ~~that~~ the Chairperson shall not hold the office of Secretary. The Chairperson and each other Officer of the ~~Corporation~~Company shall be appointed by a majority vote of the Directors then in office and shall hold office for a term of two (2) years or until his or her successor is elected or appointed.

All Officers shall be subject to removal from office with or without cause at any time by a majority vote of the Directors then in office.

A vacancy in any office shall be filled by appointment by a majority vote of the Directors then in office.

Section 3.2: Chairperson. The Chairperson shall be the Chief Executive Officer of the Corporation, ~~shall fulfill the duties of the "president" of the Corporation as described in the Act, and, subject to the control of the Board of Directors, the Chairperson,~~ shall be in general charge of the properties and affairs of the Corporation. The Chairperson shall preside at all meetings of the Board ~~of Directors~~ in furtherance of the purposes of ~~this~~the Corporation; ~~the Chairperson, and~~ may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation.

~~The Chairperson shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. The Chairperson shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.~~

Section 3.3: Vice-Chairperson. The Vice Chairperson shall ~~fulfill the duties of the "vice president" of the Corporation as described in the Act, shall~~ have such powers and duties as may be assigned by the Board ~~of Directors~~, and shall exercise the powers of the Chairperson during the

~~Chairperson's~~Chairperson's absence or inability to act. Any action taken by the Vice-Chairperson in the performance of the duties of the Chairperson shall be with conclusive evidence of the absence or inability of the Chairperson to act at the time such ~~action~~ was taken.

Section 3.4: Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation that come in to his or her hands. When necessary, or proper, the Treasurer may sign or endorse, on behalf of the Corporation for collection or payment checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board ~~of Directors~~. Whenever required by the Board ~~of Directors~~, the Treasurer shall enter or cause to be entered regularly in the books of the ~~Corporation~~corporation to be kept by the Treasurer for that purpose full and accurate ~~amounts~~accounts of all monies received and paid out on account of the Corporation. The Treasurer shall perform all acts incident to the position of the Treasurer subject to the control of the Board ~~of Directors~~. The Treasurer, if required by the Board ~~of Directors~~, shall give such bond for the faithful discharge of his ~~or~~ her duties in such form as the Board ~~of Directors~~ may require.

Section 3.5: Secretary. The Secretary shall keep or shall cause to be kept the minutes of all meetings of the Board ~~of Directors~~, its committees and those of Executive Sessions in books provided for that purpose. The Secretary shall attend to giving and serving notices in furtherance of the ~~corporate~~Corporation's purposes. The Secretary may attest or sign with the Chairperson, in the ~~Corporation's~~Corporation's name, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. The Secretary shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board ~~of Directors~~ may direct, all of which shall during business hours be open to inspection at the office of the Corporation; and the Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board ~~of Directors~~.

In the absence of the Secretary, the Chairperson may appoint any other ~~Board of~~ Director to act as Secretary during such absence.

Section 3.6: Compensation. Officers of the Board shall not receive any compensation for their services as Officers except that they may be reimbursed for their actual expenses incurred in the performance of their official duties.

Section 3.7: Committees. The Chairperson shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. The Chairperson also shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board. With respect to any committee (whether standing or temporary):

- (a) the Chairperson shall appoint all members of the committee;
- (b) the Chairperson may appoint staff of the Corporation to serve on the committee;
- (c) each committee shall have not less than two (2), but not more than three (3), Directors as members of the committee.

Section 3.8: Executive Director. The Board may plan and direct its work through an Executive Director who will be charged with the responsibility of carrying out the Corporation's programs as adopted and planned by the Board. The Executive Director, if any, shall be appointed by the

Board, serves at the pleasure of the Board, and may be removed by the Board at any time, with or without cause. The Executive Director shall, among other duties delegated to the Executive Director by the Board:

- (a) report to the Chairperson;
- (b) serve as the Chief Administrative Officer of the Corporation;
- (c) oversee all administrative functions of the Corporation;
- (d) develop policies and procedures for the Corporation including those regarding financing, accounting, personnel, and purchasing, which shall be approved by the Board prior to submission to the City Council for their approval;
- (e) represent the Corporation where and when appropriate or as directed by the Board; and
- (f) implement the current EDC Strategic Plan and keep the Board informed of all development and Corporation activities concerning business retention, expansion and recruitment efforts.

ARTICLE IV: Provisions Regarding Bylaws

Section 4.1: Effective Date. These Bylaws shall become effective only upon the occurrence of the following events:

- (a) the adoption of these Bylaws by the Board ~~of Directors~~; and
- (b) the approval of these Bylaws by the City Council.

Section 4.2: Amendments to Bylaws. These Bylaws may be amended at any time and from time to time by majority vote of the Directors then in office, but only with approval of the City Council.

Section 4.3: Interpretation of Bylaws. These Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to a person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V: ~~General~~ Provisions

~~**Section 5.1: Principal Office.** The current principal office of the Corporation is at shall be at 321 Ed Schmidt Blvd., Ste. #200, P.O. Box 1016, Hutto, TX 78634. The Corporation may relocate such principal office and have such other offices as the Board shall determine.~~

~~**Section 5.2:**~~**Section 5.1: Seal.** The seal of the Corporation shall be as determined by the Board of Directors. The Board may determine the Corporation will have no seal.

~~**Section 5.3:**~~**Section 5.2: Notice and Waiver of Notice.** Whenever any notice whatsoever is required to be given to the Board ~~of Directors~~ under the Act, the Certificate of Formation or these Bylaws, such notices shall be deemed to be sufficient if given by depositing it for mailing ~~in a post office box in a sealed postpaid wrapper with the U.S. Postal Service~~, addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice

shall be deemed given on the day of such mailing. If the person entitled to such notice has consented to receive notices by email, to the extent permitted by law notices also shall be deemed to be sufficient if transmitted to the email address provided by such person as it appears on the books of the Corporation.

Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds ~~that~~ the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Neither the business to be transacted nor the purpose of any regular or special meeting of the Board ~~of Directors~~ need be set forth in any notice to a Director of such meeting, unless required by the Board ~~of Directors~~.

Any notice whatsoever that may be required to be given to the public by law, shall be given in the manner prescribed by law.

Section 5.4:Section 5.3: Resignations. Any Director or Officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chairperson or the Secretary. Absent a written notice of the resignation, the City Council ~~of the City~~ shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning Director shall serve until such time as her or her successor takes office.

Section 5.5:Section 5.4: Approval of the City Council. To the extent these Bylaws refer to any approval or action to be taken by the City, such shall be evidenced by a certified copy of a Resolution, Ordinance, Order or Motion duly adopted by the City Council.

Section 5.6:Section 5.5: Organizational Control. The City Council may, at its sole discretion and at any time, alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to the Act and any limitation on the impairment of contracts. The Corporation shall comply with all financial and administrative ordinances and policies of the City.

Section 5.7:Section 5.6: Dissolution of the Corporation. Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless as authorized by the City Council.

Section 5.8:Section 5.7: Staff and Organizational Management. Staffing of the Corporation shall be provided by the City of Hutto and the City Manager and Chairperson shall work together to ensure that the Executive Director of the Corporation and/or subsequent City departmental staff fully implement the policies of the Board of Directors. The Corporation shall utilize the staff and employees of the City for the provision of all support services required by the Corporation. The Corporation shall pay compensation to the City for such services. The performance of City staff of services for the Corporation shall not materially interfere with the other duties of such staff, provided that in the performance of services for the Corporation, such staff shall answer to the Corporation, under direction of the City Manager.

Section 5.9:Section 5.8: Indemnification. The Corporation shall indemnify any current or former director, officer, or employee of the Corporation, or any person who may have served at the Corporation's request as a director, officer, or employee of another corporation or entity in which it owns

Section 5.10:Section 5.9: Insurance. The Corporation may at the discretion of the Board of Directors purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation, these Bylaws or otherwise, including without limitation directors and officers liability insurance.

By: _____
_____ Metcalf,

_____, Secretary

Hutto Economic Development Corporation, Type B

By: _____
Doug Gaul, Mayor

Regular City Council
AGENDA ITEM
12.A.



To:
Subject: Consideration and possible appointments to City Boards and Commissions. (Lacie Hale, City Secretary)
Meeting:
Department: City Secretary
Staff Contact: Lacie Hale, City Secretary

BACKGROUND INFORMATION:

On July 7, 2018, the City Council approved Ordinance O-18-07-05-8B that changed the terms of service of the boards, commissions and corporation members to be realigned to match those of the council places and terms. Beginning July 1, 2019, new terms will expire on June 30, of the corresponding Council Member term. All current board and commission members have been assigned Place numbers to coincide with existing council members.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Not applicable.

ATTACHMENTS:

[Boards and Commissions Realignment.MASTER.09.24.2019](#)

**Boards and Commissions Master
Transition**

Council Member Place 1	Scott Rose	May-20
Council Member Place 2	Tom Hines	May-21
Council Member Place 3	Mike Snyder	May-22
Council Member Place 4	Peter Gordon	May-20
Council Member Place 5	Patti Turner	May-21
Council Member Place 6	Tanner Rose	May-22
Mayor (Place 7)	Doug Gaul	May-22

*All Boards and Commissions terms Realigned for appointment in June
Terms Run 7/1 to 6/30 unless otherwise indicated*

Last update: 9/24/2019

Planning & Zoning Commission								
Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber								
2 yr Terms Per Charter								
Liaison - Ashley Lumpkin								
					Appointed	Term Ends	Phone	Email Address
	Place 1	Davey	Robinson	Commissioner	September 20, 2018	June 20, 2020		
	Place 2	Randal	Clark	Commissioner	December 6, 2018	June 20, 2020		
	Place 3	Jessica	Romigh	Chair	July 3, 2019	June 30, 2021		
	Place 4	Tony	Wertz	Vice-Chair	July 3, 2019	June 30, 2021		
	Place 5	Richard	Hudson	Commissioner	August 2, 2018	June 20, 2020		
	Place 6	Kyle	Lovinggood	Commissioner	August 1, 2019	June 30, 2021		
	Place 7	Susanna	Boyer	Commissioner	August 1, 2019	June 30, 2021		
Parks Advisory Board								
Meets: 2nd Wednesday @ 7:00pm of each month in the City Council Chamber								
Liaison - Jeffrey White								
					Appointed	Term Ends		
	Place 1	Katie	Weiss	Member	September 20, 2018	June 30, 2020		
	Place 2	Michael	Orman	Member	September 20, 2018	June 30, 2021		
	Place 3	Patrick	Donathan	Member	July 3, 2019	June 30, 2022		
	Place 4	Liaga	Gasu	Member	June 20, 2019	June 30, 2020		
	Place 5	Vacant		Member		June 30, 2021		
	Place 6	Rose	McMillin	Member	June 20, 2019	June 30, 2022		
	Place 7	Perry	Savard	Acting Chair	June 20, 2019	June 30, 2022		
Library Advisory Board								
Meets: Quarterly @ 6:00pm of each month in the City Council Chamber								
Liaison - Lisa Riggs								
					Appointed	Term Ends		
	Place 1	Christina	Garza	Member	May 16, 2019	June 30, 2020		
	Place 2	Dwight	Baker	Chair	September 20, 2018	June 30, 2021		
	Place 3	Tara	Chappell	Vice Chair	July 3, 2019	June 30, 2022		
	Place 4	Kathi	Shilling	Member	September 20, 2018	June 30, 2020		
	Place 5	Havala	Merit	Member	May 16, 2019	June 30, 2021		
	Place 6	Vacant		Member		June 30, 2022		
	Place 7	Vacant		Member		June 30, 2022		
Zoning Board of Adjustments								
Meets: 4th Wednesday @ 7:00pm of each month in the City Council Chamber								
Liaison - Ashby Grundman								
					Appointed	Term Ends		
	Place 1	Bryan	Dempsey	Member	January 17, 2019	June 30, 2020		
	Place 2	Thomas	McGowan	Member	September 20, 2018	June 30, 2021		
	Place 3	David	Meyer	Member	July 3, 2019	June 30, 2022		
	Place 4	Wendell	Teltow	Member	June 20, 2019	June 30, 2020		
	Place 5	Vacant		Member		June 30, 2021		
	Place 6	Maureen	Rooker	Member	June 20, 2019	June 30, 2022		
	Place 7	Randal	Clark	Member	September 19, 2019	June 19, 2019		

Historic Preservation Commission							
Meets: 4th Tuesday @ 6:00pm of each month in the City Council Chamber							
Liaison - John Byrum							
					Appointed	Term Ends	
	Place 1	DeAnne	Worley	Commissioner	July 3, 2019	June 30, 2020	
	Place 2	Mary	Belton	Commissioner	August 2, 2018	June 30, 2021	
	Place 3	Curtis	Orton	Commissioner	September 20, 2018	June 30, 2022	
	Place 4	Robert	Lykins	Commissioner	September 20, 2018	June 30, 2020	
	Place 5	Vacant		Commissioner		June 30, 2021	
	Place 6	Travis	Allen	Commissioner	June 20, 2019	June 30, 2022	
	Place 7	Vacant		Commissioner		June 30, 2022	
Building and Standards Commission							
Meets: As Needed in the City Council Chamber							
Liaison - Tamera Baird							
					Appointed	Term Ends	
	Place 1	Troy	Manella	Commissioner	January 3, 2019	June 30, 2020	
	Place 2	Olinda	Ramirez	Commissioner	September 20, 2018	June 30, 2021	
	Place 3	Kendrick	Whittington	Commissioner	August 2, 2018	June 30, 2022	
	Place 4	Bryan	Dempsey	Commissioner	June 20, 2019	June 30, 2020	
	Place 5	Tom	Brown	Commissioner	September 20, 2018	June 30, 2021	
	Place 6	Maureen	Rooker	Commissioner	June 20, 2019	June 30, 2022	
	Place 7	Richard	Hudson	Commissioner	June 20, 2019	June 30, 2022	
Ethics Review Commission							
Meets: As Needed in the City Council Chamber (at least once a year)							
Liaison - Lacie Hale							
					Appointed	Term Ends	
	Place 1	Craig	Cargill	Member	September 20, 2018	June 30, 2020	
	Place 2	Lori	Brown-Duncan	Vice-Chair	September 20, 2018	June 30, 2021	
	Place 3	Bill	Kohl	Member	July 11, 2019	June 30, 2022	
	Place 4	Russell	Daniel	Chair	September 20, 2018	June 30, 2020	
	Place 5	Abel	Landin	Member	September 19, 2019	June 30, 2021	
	Place 6	April	Willis	Member	August 15, 2019	June 30, 2022	
	Place 7	Vacant		Member		June 30, 2022	
Economic Development Corporation							
Meets: 1st Monday @ 6:30pm of each month in the City Council Chamber							
Liaison - Tim Jordan							
					Appointed	Term Ends	
	Place 1	Nelson	Nagle	Treasurer	July 3, 2019	June 30, 2021	
	Place 2	James	Guzman	Member	June 20, 2019	June 30, 2021	
	Place 3	Dan	Thornton	Secretary	July 3, 2019	June 30, 2021	
	Place 4	Don	Carlson	Member	July 3, 2019	June 30, 2021	
	Place 5	Kevin	LaFrance	Member	July 3, 2019	June 30, 2021	
	Place 6	Henry	Gideon	Vice-Chair	June 20, 2019	June 30, 2021	
	Place 7	Steve	Harris	Chair	June 20, 2019	June 30, 2021	